



# **ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022**

## **PUBLIC SAFETY BUILDING CARPORTS**

### **REQUEST FOR PROPOSALS**

**MERIDIAN TOWNSHIP  
DEPARTMENT OF PUBLIC WORKS  
INGHAM COUNTY, MICHIGAN**

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022  
PUBLIC SAFETY BUILDING CARPORTS**

FOR  
CHARTER TOWNSHIP OF MERIDIAN

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**CHARTER TOWNSHIP OF MERIDIAN**

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022**

**PUBLIC SAFETY BUILDING CARPORTS**

**ADVERTISEMENT FOR BID**

Sealed proposals will be received by the Charter Township of Meridian, Ingham County, Michigan, at the Meridian Township Municipal Building, Clerk's Office, 5151 Marsh Road, Okemos, Michigan, 48864-1198, Ph. 517. 853.4000, up to **11:00 am, local time on Friday, March 18, 2022** from qualified solar photovoltaic (PV) providers to design and build a turnkey installation of up to two 20kW solar photovoltaic arrays to be located at Meridian Township Public Safety Building carports, at 5151 Marsh Road, Okemos, MI 48864, after which time, proposals will be publicly opened and read aloud.

There will be an optional bid meeting (site walk) on **Wednesday March 2, 2022 at 10:00 am** to be held at the Meridian Township Municipal Building Upstairs Conference Room, 5151 Marsh Road, Okemos, MI 48864. The pre-bid meeting will be your only opportunity to visit the site.

Bids are solicited on unit price basis. The work involves the following major bid items:

Design & Construction of up to two roof-mounted 20kW solar photovoltaic arrays, at the following location: Meridian Township Public Safety Building carports, 5151 Marsh Road, Okemos, MI 48864, to include furnishing engineered drawings, materials, tools, equipment (including hoisting and lifting equipment) and labor to install and monitor two (2) grid-interconnected (grid-tied) solar PV arrays.

The Contractor is responsible for all project permitting and utility interconnection requirements. Contractors shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar electric systems, have relationships with knowledge of local utilities, providing project financial analysis and rebate support, providing system monitoring and maintenance, and have established on-site safety standards.

Prevailing wage rates are required for this contract. Meridian Township policy requires vendors contracting with the Township over \$50,000 to pay employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area. See rate tables in Appendix B.

Proposals shall include the furnishing of stamped drawings (of the roof-mount system prepared by a licensed engineer, along with load calculations), all labor, material, and equipment to complete the project.

Work on the project shall commence within ten days after issuing the Notice to Proceed, and be complete by **November 1, 2022**. Completion is defined as being constructed, tested, placed in service and the site restored. All quotes are to be F.O.B., Okemos and/or Haslett, Michigan. All purchases are exempt from all taxes, including state and federal taxes. Exemption certificates will be furnished upon request.

ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022  
Public Safety Building Carports  
Advertisement for Bid

Each proposal shall be accompanied by a certified check or a bid bond by a recognized surety company similar to a U.S. Government Standard form bid bond, in the amount of five percent (5%) of the bid, payable to the Charter Township of Meridian, Ingham County, Michigan as security for the acceptance of the contract.

Insurance and bonds are required from the successful bidder for this project, please see pages G-2 thru G-4 for those requirements. *Please note Owner/Contractors Protective Liability is required for all our contracts.*

The contract documents may be examined at the following locations:

- Meridian Charter Township, Dept of Public Works, 5151 Marsh Road, Okemos, MI 48864
- MITA (Michigan Infrastructure & Transportation Association)
- Builders Exchange of Lansing & Central MI, 1240 E. Saginaw St., Lansing, MI 48906-5522
- Builders Exchange of Michigan, 678 Front Ave. NW, Ste 330, Grand Rapids, MI 49504
- Construction Assoc of MI, 43636 Woodward, Bloomfield Hills, MI 48302
- Dodge Data & Analytics, 2521 E. Michigan Avenue, Lansing, MI 48912-4010

Copies of the contract documents for the work may be obtained from the Department of Public Works at 5151 Marsh Road, Okemos, MI 48864. Questions regarding this contract may be addressed to Meridian Township Department of Public Works, 517.853.4440, or [dpw@meridian.mi.us](mailto:dpw@meridian.mi.us).

In submitting this bid, it is understood that the right is reserved by the owner to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

## **INSTRUCTIONS TO BIDDERS**

### **1. PROPOSALS**

Proposals must be made upon the forms provided, without modifications or changes and all other data submitted as required.

The proposal must be enclosed in a sealed envelope marked "Bid Proposal", including the name of contract as listed in the Advertisement, clearly indicating the name and address of the bidder, and filed at the place and by the time specified in the Advertisement.

### **2. BASIS OF PROPOSALS**

Proposals may be submitted for any one or all of the projects or phases as may be applicable.

Proposals are solicited on the basis of unit prices for the entire work of the contract.

The right is reserved by Meridian Township (also referred to as "Owner") to reject any and all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

### **3. BID DEPOSITS**

Each proposal shall be accompanied by a certified check, or bid bond from a recognized surety company, in the amount of five percent (5%) of the total amount of the bid, payable to the order of the Owner, to be forfeited to the Owner in case of failure on the part of the successful bidder to enter into the attached form of Contract to do the work covered by such Proposal at the price and within the time stated therein. The bid deposit of all except the successful bidder will be returned within four weeks after opening of bids. The bid deposit of the successful bidder will be returned within 48 hours after the executed Contract has been finally approved by the Owner.

### **4. QUALIFICATION OF BIDDERS**

It is the intention of the Owner to award the Contract(s) to contractor(s) fully capable, both financially and as regards experience to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, including a listing of similar projects which the bidder has satisfactorily undertaken and completed.

### **5. INTERPRETATION OF DOCUMENTS**

If the bidder is in doubt as to the true meaning of any part of the plans, specifications or Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. Any interpretation made in response to such query will be mailed or duly delivered to each prospective bidder. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents.

## **INSTRUCTIONS TO BIDDERS**

### **6. REQUIREMENT OF SIGNING BIDS**

Bids which are not signed by the individual making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids, which are signed by a partnership, shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "By". If such a bid is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to it. Such a bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

### **7. EXECUTION OF AGREEMENT**

The bidder to whom an award is made will be required to enter into the written contract included herein, within ten (10) calendar days after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the Owner and the Contract may be awarded to another bidder.

### **8. INSURANCE (Ref. General Conditions - Sec 2)**

The contractor will be required to carry Worker's Compensation Insurance, Bodily Injury and Property Damage, Builder's Risk Insurance and Owner's Protective Liability in the amounts specified in the General Conditions. Certificates of such insurance must be attached to each copy of the executed Contract Documents.

### **9. BONDS (Ref. General Conditions-GC.1)**

The successful bidder will be required to furnish for each set of executed Contract Documents and conformed copies thereof an original completed Performance Bond, and Labor and Material Bond with surety acceptable to the Owner as set forth in the General Conditions.

## **INSTRUCTIONS TO BIDDERS**

### **10. BIDDER'S RESPONSIBILITY FOR EXAMINING PLANS AND SITE**

At the time of opening bids, each bidder will be presumed to have made a personal investigation of the site of the work and of existing structures, and to have read and be thoroughly familiar with the plans, specifications and Contract Documents (including all addenda). He shall determine to his own satisfaction the conditions to be encountered, the nature of the ground, difficulties involved in completing the Contract and all factors affecting the work proposed under this Contract.

The bidder to whom this contract is awarded will not be entitled to any additional compensation by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the plans, specifications and Contract Documents.

### **11. NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The contractor and his/her subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, educational association, sexual orientation, gender identity or expression, or HIV status. Breach of this section shall be regarded as a material breach of this Contract.

### **12. PREVAILING WAGES**

Per Meridian Township Prevailing Wage Guidelines, all Township contracts with a value greater than fifty-thousand dollars (\$50,000) must comply with the relevant Prevailing Wage rates current at the time of the contract. This requirement includes the prime Contractor, as well as, all sub-contractors. Certified Payroll, on standard US Department of Labor forms, shall be submitted for the prime Contractor and all sub-contractors. Any employees found to be paid less than the relevant wage rate shall be made whole up to the prevailing wage prior to the release of any retainage on the contract. The wage rates for this contract can be found in the attached Appendices.

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022  
PUBLIC SAFETY BUILDING CARPORTS**

**SCOPE OF WORK & PROJECT DESCRIPTION**

**SCOPE OF WORK**

Meridian Township Department of Public Works is soliciting proposals from qualified solar PV providers to design and build a turnkey installation of two 20kW grid-tied rooftop solar photovoltaic arrays at the Public Safety Building carports to increase its percentage of electricity from renewable energy sources.

The project location is Meridian Township Public Safety Building, 5151 Marsh Road, Okemos, MI, 48864

Meridian's Climate Sustainability Plan includes a goal of obtaining 50% of its electricity from renewable energy by 2025 and 100% by 2035. The goals of this installation of Meridian Township are: 1) to be a leader in sustainability; 2) To reduce climate change; 3) To save Meridian Township money; and 4) To spread awareness of renewable energy in Meridian Township.

The contractor is responsible for project permitting and utility interconnection requirements. The goal of this proposal is to identify a solar partner with the necessary experience to ensure a fully managed and well executed process.

The successful bidder will have demonstrated experience designing, planning, scheduling, permitting, constructing, and interconnection of a solar photovoltaic array system. Contractor must have worked with Consumers Energy regulations, provide project financial analysis and have established on-site safety standards.

**PROJECT DESCRIPTION**

The project site is located at the Meridian Township Public Safety Building Carports.

1. **Description of Site:** The carports are on the north side of the Public Safety Building at 5151 Marsh Road, Okemos, MI. The carports are steel structures. Please see the attached aerial view of the carports on page APX A (2).
2. **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components generating equal to (or a maximum of) 20kW DC output to conform to the net metering Category 1 standard through Consumers Energy.
3. **Description of Desired Solar System:** The grid-tied solar system shall be a roof mount, non-penetrating array.
4. **Project Financing:** A cash purchase.
4. **System Ownership Information:** Meridian Township will be the owner of the solar array and all its components.
5. **Operation & Maintenance (O&M):** Ongoing O&M is not included in this bid proposal. Please include O&M costs as a separate line item for extended service. The selected Company may enter into a separate O&M service contract with Meridian Township at Meridian Township's discretion.
6. **Monitoring:** Meridian Township requires that a monitoring solution be provided as part of this system. At minimum, monitoring should provide an online platform for observing electrical energy generation on a daily, monthly, and annual basis. Providing solar insolation data and/or real-time weather data is preferred, but not required. If possible, we would like the monitoring to be incorporated into our current website, which is: <https://monitoringpublic.solaredge.com/solaredge-web/p/site/public?name=Meridian%20Township#/dashboard> .



## PROPOSAL

**TO:** Charter Township of Meridian  
5151 Marsh Road  
Okemos, MI 48864

**RE: ROOFTOP SOLAR PHOTOVOLTAIC ARRAY -  
PUBLIC SAFETY BUILDING CARPORTS**

### Board of Trustees:

The undersigned, as a bidder, hereby declares that these bids are made in good faith, without fraud or collusion with any person or persons bidding on the same Contract, that he has read and examined the Advertisement, Instruction to Bidders, Proposal, Contract, General Conditions, Specifications, Special Provisions and Plans and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of the Contract.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

It is further understood and agreed by the undersigned that any qualifying statement or conditions made to this proposal as originally published, as well as any interlineation, erasures, omissions or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

The undersigned agrees to start work within ten (10) days of issuance of the Notice to Proceed. The undersigned further agrees to complete all work covered by this Proposal to the point of use of the project by the Owner by the completion date stated in the Advertisement or within the number of calendar days stated in the Advertisement; and that for all days thereafter until final acceptance, there will be charged, as liquidated damages, the sum of one thousand dollars (\$1,000.00) per calendar day per project for each and every day thereafter until final acceptance.

The undersigned hereby proposes to perform everything required to be performed and to furnish all labor, materials, tools, equipment and all utility and transportation services necessary to complete in a workmanlike manner all the work to be done under this Contract, including addenda thereto, for the sums set forth in the following Bidding Schedule:

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022**

**PUBLIC SAFETY BUILDING CARPORTS**

**PROPOSAL**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>QTY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1.	Engineering Services for Design & Drawings	L.S.		\$ _____	\$ _____
2.	Two 20kW grid-tied solar photovoltaic arrays on the carports at the Public Safety Building (including modules, equipment, labor, permitting, shipping and monitoring)	1 ea.		\$ _____	\$ _____
3.	Optional: -Operation & Maintenance Service (9 years extended warranty)	L.S.		\$ _____	\$ _____

**TOTAL BASE BID: \$ \_\_\_\_\_**

Give the name of the Owners and dates of other projects which the Bidder has constructed or has had responsible charge of construction:

NAME

DATE

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The Bidder acknowledges that his bid is in accordance with the information contained in Addendum No. \_\_\_\_\_.

The Bidder is hereby reminded that the Pay Items listed under the Bidding Schedule are the only items for which he will receive payment under this Contract. In the event that lesser or greater quantities of specific Pay Items are required to complete the work and place the system in operation, the total amount bid for the specific item will be adjusted by the unit price bid to the actual quantities utilized. In the event that an error is made in extending the unit prices, the Bidder is hereby notified that the unit prices as bid, will govern in determining the Total Base Bid. It is expressly understood and agreed that the Total Base Bid is the basis for establishing the amount of Bid Security on this Proposal and for comparison of bids only and is not to be constructed as a lump sum Proposal.

The undersigned attaches hereto a certified check or bidder's bond in the sum of not less than five percent (5%) of the Total Base Bid as required by the Advertisement and Instructions to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under this Proposal and/or shall fail to furnish bonds, as specified, the Owner may, at its option determine that the certified check or amount of said certified check or bidder's bond accompanying this Proposal has been forfeited to the Owner, but otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bond.

The undersigned further agrees that this proposal shall be effective for a period of sixty (60) days from the date established for opening of all bids.

Date \_\_\_\_\_ Company Name \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature

Name \_\_\_\_\_

Print Name

Title \_\_\_\_\_ Company Phone \_\_\_\_\_

Email \_\_\_\_\_

Phone: \_\_\_\_\_

# ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022

## PUBLIC SAFETY BUILDING CARPORTS

### CONTRACT

THIS CONTRACT, dated \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "CONTRACTOR", and MERIDIAN CHARTER TOWNSHIP, 5151 MARSH ROAD, OKEMOS, MI 48864, hereinafter called the "OWNER".

WITNESSETH, that the CONTRACTOR and the OWNER for the consideration herein agree as follows:

#### **ARTICLE I. SCOPE OF WORK.**

The CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for constructing the project as described in the Advertisement and Proposal and for performing all related work for the OWNER, required by and in strict accordance with the plans and specifications, including any and all addenda, and other Contract Documents mentioned and made a part hereof.

#### **ARTICLE II. THE CONTRACT PRICE.**

The OWNER shall pay for constructing the project complete with all labor, materials, equipment, appurtenances, surface restoration and related work in strict accord with the Plans and Specifications, ready for use, the unit prices as listed in the Proposal and herein made a part of this Contract. Payment shall be made to the CONTRACTOR in accordance with and subject to the conditions specified under General Conditions.

#### **ARTICLE III. TIME.**

Time is of the essence in the performance of this contract. The CONTRACTOR agrees to start work within ten (10) days of issuance of the Notice to Proceed and to fully complete the work so as to permit use of the project by the OWNER by the completion date stated in the Advertisement or within the number of calendar days listed in the Advertisement.

#### **ARTICLE IV. DELAYS AND DAMAGES.**

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its substantial completion, ready for use by the OWNER by the completion date stated in the Advertisement or within the number of consecutive calendar days stated in the Advertisement, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, the OWNER may take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the OWNER for any excess cost occasioned thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER will take possession of and utilize in completing work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue to work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the CONTRACTOR shall pay the OWNER the sum of one thousand dollars (\$1,000.00) per day as fixed, agreed, and liquidated damages for each calendar day of delay until the work is substantially completed, ready for operation and the CONTRACTOR and his sureties shall be liable for the amount thereof. However, the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God, or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, delays of subcontractors due to such causes, if the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay and extend the time for completing the work when, in OWNER's judgement, the finding of fact justify such an extension and OWNER's findings of fact thereon shall be final and conclusive on the parties thereto. In no event shall bankruptcy or labor disputes, or the like, either of CONTRACTOR or any of its subcontractors or suppliers, be considered as an unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR.

#### **ARTICLE V. COMPONENT PARTS OF THIS CONTRACT.**

This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or, if not attached:

- |                            |                              |
|----------------------------|------------------------------|
| 1. Advertisement           | 8. General Specifications    |
| 2. Instructions to Bidders | 9. Standard Specifications   |
| 3. Proposal                | 10. Technical Specifications |
| 4. Addenda                 | 11. Special Provisions       |
| 5. Contract                | 12. Plans                    |
| 6. Bonds and Insurance     | 13. Notice of Award          |
| 7. General Conditions      | 14. Notice to Proceed        |

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

\_\_\_\_\_  
**CONTRACTOR**

**WITNESS:**

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

\_\_\_\_\_

Title: \_\_\_\_\_

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

**CHARTER TOWNSHIP OF MERIDIAN**  
**OWNER**

**WITNESS:**

BY: \_\_\_\_\_

\_\_\_\_\_

Dan Opsommer

TITLE: Assistant Township Manager  
Director of Public Works & Engineering

DATE: \_\_\_\_\_

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022**

**PUBLIC SAFETY BUILDING CARPORTS**

**NOTICE OF AWARD**

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

TO: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT: Rooftop Solar Photovoltaic Array 2022 –Public Safety Building Carports**

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Rooftop Solar Photovoltaic Array 2022-Public Safety Building Carports.

The Contract Price of your Contract is: \_\_\_\_\_.

**Three** copies of each of the proposed Contract Documents and two sets of drawings accompany this Notice of Award.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award.

1. Deliver to the OWNER **three** fully executed counterparts of the Contract Documents. (Each of the Contract Documents must bear your signature on page C-3.)
2. Deliver with the executed Contract Documents the Contract security (Bonds and Insurance) as specified in General Conditions (GC).
3. If not listed as the owner, president, or partner, we need a letter (on letterhead) stating the person signing contract, has permission to sign the contract.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice to Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

**CHARTER TOWNSHIP OF MERIDIAN**

By: \_\_\_\_\_  
Dan Opsommer, Assistant Township Manager  
Director of Public Works & Engineering

NOTICE OF AWARD

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022**

**PUBLIC SAFETY BUILDING CARPORTS**

**NOTICE TO PROCEED**

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

**TO:** \_\_\_\_\_

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACT:**           **Rooftop Solar Photovoltaic Array 2022**  
                              **Public Safety Building Carports**

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You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_. In accordance with Article III of the Contract, the date of  
Completion is \_\_\_\_\_.

Deliver to **OWNER** an acknowledged copy of this Notice to Proceed.

**CHARTER TOWNSHIP OF MERIDIAN**

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

Dan Opsommer, Assistant Township Manager  
Director of Public Works & Engineering

**ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE TO PROCEED**

**CONTRACTOR** acknowledges acceptance of this Notice to Proceed this \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

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

Title: \_\_\_\_\_



## GENERAL CONDITIONS

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## GENERAL CONDITIONS

### GC.1 CONTRACT SECURITY

The Contractor shall furnish a surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the payment of all persons performing labor and/or furnishing materials.

The surety company writing the bid, performance, labor and material, and maintenance bond shall be: 1) acceptable to the Owner, 2) be listed in the Federal Register as published by the U.S. Department of Treasury under most recently revised Circular 570; 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent); and 4) authorized to do business in the State of Michigan by the Michigan Department of Licensing & Regulatory Affairs Office of Financial and Insurance Regulations. Upon request, the Contractor shall submit evidence of such insurance.

### GC.2 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractors and subcontractors are required to file with the Owner completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section. New Certificates of Insurance shall be furnished to the Owner at the renewal date of all policies named on these certificates.

#### A. Policies, Coverages and Endorsements

The Contractor agrees to maintain, or to cause its personnel providing services under this Contract to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Owner and Contractor against any claim for damages arising in connection with Contractors responsibilities or the responsibilities of Contractors personnel under this Contract and all extensions and amendments thereto.

#### 1. **Commercial General Liability**

- |                      |             |
|----------------------|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Each Occurrence   | \$1,000,000 |

Such insurance shall include, but not be limited to, coverage for:  
Comprehensive form, Premises-operations, Explosion and collapse hazard,  
Underground hazard, Products/completed operations hazard, Contractual  
insurance, Broad form property damage, Independent contractor,  
Personal injury

#### 2. **Workers' Compensation & Employer' Liability (if applicable)**

- |                              |                         |
|------------------------------|-------------------------|
| a. Medical & Indemnity       | Statutory Requirements  |
| b. Bodily Injury by Accident | \$500,000 Each Accident |
| c. Bodily Injury by Disease  | \$500,000 Each Employee |
| d. Bodily Injury by Disease  | \$500,000 Policy Limit  |
| e. Employers Liability       | \$500,000               |

## GENERAL CONDITIONS

### GC.2 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

#### A. Policies, Coverages and Endorsements (Cont'd.)

##### 3. **Automobile Liability**

Including hired and non-owned

Automobiles

\$1,000,000 (Combined Single Limit)

Such insurance shall include, but not be limited to, coverage for:

Comprehensive form, Owned vehicles, Hired vehicles, Non-owned vehicles

#### B. Builder's Risk Insurance (Fire and Extended Coverage)

Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

#### C. Owner's Protective Liability

The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

#### D. Insured Parties

All policies shall contain a provision naming the Owner (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

#### E. Acceptable Insurance Companies

All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Licensing & Regulatory Affairs Office of Financial and Insurance Regulations, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent). Upon request, the Contractor shall submit evidence of such insurance.

#### F. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractors employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

## **GENERAL CONDITIONS**

### **GC.3 QUALIFICATION FOR EMPLOYMENT**

The Contractor shall employ competent laborers and mechanics for the work under this Contract, and shall comply with all applicable regulations of the United States Department of Labor and any other agencies having jurisdiction.

### **GC.4 PREVAILING WAGE REQUIREMENT**

Meridian Township policy requires vendors contracting with the Township over \$50,000 to pay employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area. Contractors shall furnish proof satisfactory to the Township that the Prevailing Wage provisions are being complied with as part of each progress payment submission.

### **GC.5 PROGRESS SCHEDULE**

The Contractor, if requested by the Owner, immediately after being awarded the Contract, shall prepare and submit to the Owner and its representative an estimated progress schedule for the work in relation to the entire project. This schedule shall indicate the dates for the starting and completion of the various stages of construction. If the Contractor chooses to work overtime, he will be backcharged for inspection. Overtime is any Township recognized holiday and/or any time other than 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **GC.6 ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. The Contractor is entirely responsible for all aspects of job safety and shall execute the work under this Contract in strictest conformance with all state and local safety codes, rules and regulations.

### **GC.7 CONTRACT PRICE SCHEDULE**

The Contractor, if requested by the Owner, shall submit to the Owner a cost breakdown for the various items of the work. The schedule shall be prepared in a manner acceptable to the Owner as to both form and completeness and supported by data as necessary to substantiate its correctness.

### **GC.8 PAYMENT TO CONTRACTOR**

The Contractor shall submit semi-monthly, or at longer intervals, if he so desires, an invoice covering work previously performed for which he believes payment, under the Contract terms, is due, and shall deliver said invoice to the Owner. Each request for payment shall be accompanied by a statement certifying that all bills for labor and materials have been paid up for all previous pay requests. Contractors shall furnish proof satisfactory to the Township that the Prevailing Wage provisions are being complied with as part of each progress payment submission.

## GENERAL CONDITIONS

### **GC.8 PAYMENT TO CONTRACTOR (Cont'd.)**

Each progress payment request shall be paid within one of the following time periods, whichever is later:

- A. Thirty (30) days after the Owner has certified that the work is in place in the portion of the facility covered by the applicable request for payment in accordance with the documents.
- B. Fifteen (15) days after the Owner has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds for the facility are to come from either of these sources.

To assure proper performance of the Contract by the Contractor, the Owner shall retain ten percent (10%) of the dollar value of all work in place until the work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the Owner determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. In the event of such a determination the Owner may retain up to but not to exceed ten percent (10%) of the dollar value of the work more than fifty percent (50%) in place.

Any funds retained by the Owner shall not exceed the prorated share of the Owner's matching requirement if the project is funded, in part, with federal or state funds. Any retained funds shall not be commingled with other funds of the Owner and shall be deposited in an interest-bearing account in a regulated financial institution.

At any time after ninety-four percent (94%) of the work under the Contract is in place and at the request of the Contractor, the Owner shall release the retainage plus interest, only if the Contractor provides to the Owner an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in the State of Michigan, containing terms mutually acceptable to the Contractor and Owner.

Retainage shall be released to the Contractor together with the final progress payment.

Owner and Contractor agree that disputes concerning retainage, at the option of the Owner, shall be submitted to the decision of the agent as provided in Section 4 of Act 524 of the Michigan Public Acts of 1980 (MCLA 125.1564; MSA 5.2949 (104)) and that interest earned on retainage shall be released to the Contractor together with the final progress payment except as provided in said Section 4 of 1980 PA 524.

The final progress payment request by the Contractor shall include:

- A. A final invoice in a form satisfactory to the Owner.
- B. A sworn statement certifying that all bills for labor and materials have been paid by the Contractor.
- C. A sworn statement waiving any further claims (other than the final payment, retainage and interest, if any) by the Contractor against the Owner.
- D. A certificate from Contractor's bonding company approving issuance of final payment.

## GENERAL CONDITIONS

### **GC.8 PAYMENT TO CONTRACTOR (Cont'd.)**

All payments shall take due account of additions to or deductions from the Contract price as herein provided.

The acceptance by the Contractor of payment on the final progress payment request shall be conclusive evidence of Contractor's acceptance and approval of estimates, accounting and deductions, and of full payment by the Owner for all work, labor, materials and services done or furnished hereunder, and a full satisfaction, discharge, release and waiver of all claims and demands of or on behalf of the Contractor, its agents or employees against the Owner arising out of this agreement.

### **GC.9 SUBCONTRACTING**

The Contractor shall not award any work to any subcontractor, supplier, manufacturer or fabricator without prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement to the Owner concerning the proposed award to the subcontractor. Said statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. All sub-contracts entered into by the Contractor shall contain the provision with respect to the prevailing wage requirement. Which states all contractors and sub-contractors engaged in the performance of service or work for the Township to, at the request of the Township, furnish proof satisfactory to the Township that the prevailing wage provisions are being complied with.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract documents insofar as applicable to the work of the subcontractors, and to give the Contractor the same power of terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

### **GC.10 ASSIGNMENTS**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

### **GC.11 EXTRAS**

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and the price stated in such order.

## GENERAL CONDITIONS

### GC.12 CHANGES IN WORK/PAYMENT ADJUSTMENTS

Adjustments, if any, in the amounts to be paid by the Contractor by reason of changes in, additions to, or deductions from the work to be performed or the materials to be furnished under this Contract, shall be made on the basis of the acceptable unit prices or lump sums submitted by the Contractor covering such changes, additions or deductions.

Failing an acceptable lump sum or unit price basis for extra work caused by changes or additions, the Contractor may be directed to proceed with extra work on the basis of actual total cost of:

- A. Labor, including foremen (including fringe benefits);
- B. Materials entering permanently into the work;
- C. The ownership or rental cost of construction plant and equipment during the time of use on the extra work at a rate not to exceed AGC rates;
- D. Power and consumable supplies for the operation of power equipment;
- E. Insurance;
- F. Social Security and unemployment contributions.

To the cost of the six items above, there shall be added a fixed fee, to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The single fee shall be compensation to both the Contractor and/or subcontractor to cover the cost of supervision, overhead, bond, profit and any other general expenses.

Failing an acceptable lump sum or unit price basis for adjustment for any decrease in work caused by changes or deductions, the amount of such adjustment may be determined on a similar basis to that described for extra work, with the Contractor furnishing all pertinent cost data from his/her books and records that may be available and necessary for determination of the amount of adjustment.

All changes in, additions to, or deductions from the work specified shall be made only by written order by the Owner or by an authorized representative of the Owner. No claim for extra work will be allowed, unless ordered in writing as above stated, and the claim therefore presented in writing by the Contractor on or before the fifth (5th) day of the month following that in which the work was done.

### GC.13 TIME OF MAKING CLAIMS

If the Contractor shall claim compensation or extension of time for any losses, damages, or delays sustained by reason of the acts of the Owner or its agents or other causes, he/she shall make a written statement of the nature of the loss, damage, or delay sustained to the Owner, within ten (10) days after the sustaining of such loss, damage, or delay. At the time of delivery and as a part of the Contractor's Declaration as hereinafter provided, the Contractor shall file with the Owner an itemized statement of the details and amounts of the loss, damage, or delay, and unless the statement shall be made as thus required, the Contractor's claim for compensation or extension of time shall be forfeited and invalidated, and he/she shall not be entitled to payment or extension of time on account of any such loss, damage or delay.

## GENERAL CONDITIONS

### **GC.14 MATERIALS, SERVICES, AND FACILITIES**

It is understood that except as otherwise specifically stated in the Contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all construction facilities whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, or Sundays and legal holidays, shall be performed without additional expense to the Owner.

### **GC.15 TERMINATION FOR BREACH**

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notice to contain the reasons for terminating the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, the violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate. In the event of a termination of the Contract, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract. However, if the Surety does not commence performance thereof within 30 days from the date of mailing said Notice of Termination to such Surety, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor. The Contractor and his Surety shall be liable to the Owner for any excess cost incurred by the Owner in completing the work, and Owner may take possession of and utilize in completing the work, all materials, appliances and plants as may be on the site of the work and necessary therefore.

### **GC.16 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

- A. Payments that may be past due and payable for just claims for labor, materials, or equipment furnished in and about the performance of the work on the project under this Contract.
- B. For defective work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. Any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor. The Owner will render to the Contractor a proper accounting of all funds disbursed in behalf of the Contractor.

### **GC.17 SUPERINTENDENCE**

The Contractor shall give his/her personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Owner, on the worksite at all times during work progress, with authority to act for the Contractor.



## **GENERAL CONDITIONS**

### **GC.18 NOTICE AND SERVICE THEREOF**

Where in any of the Contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in United States mails with first-class postage pre-paid addressed to the chief executive officer of the Owner at the place where the bids or proposals for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor, at the site of the project or by mailing such written notice in the United States mails with first-class postage pre-paid addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as to the address of his permanent place of businesses; as to the Surety, when a written notice is placed in the United States mails with first-class postage pre-paid addressed to the Surety at the home office of such Surety or to its agent or agents who executed bonds in behalf of such surety.

### **GC.19 COMPLIANCE WITH LAW, APPLICABLE LAW, AND VENUE**

The Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules and regulations.

This contract shall be construed according to the laws of the State of Michigan.

The venue for the bringing of any legal or equitable action under this contract shall be the County of Ingham, of the State of Michigan. In the event that any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

### **GC.20 PERMITS**

The Township will secure and pay for the Building Permit from the Meridian Township Building Department. All other permits or licenses which may be needed for prosecution of the work are to be obtained by the Contractor at the Contractor's expense.

### **GC.21 ROYALTIES AND PATENTS**

The Contractor shall pay for all royalties and patents, and shall defend all suits or claims for infringement on any patent right, and shall save and hold the Owner harmless from loss on account thereof.

### **GC.22 INSPECTIONS**

The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

The Owner and/or its representative shall have the right to reject materials and workmanship which are defective, or require their correction. Work on the project may be ordered terminated until correction is made. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

## GENERAL CONDITIONS

### **GC.22 INSPECTIONS (Cont'd.)**

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If the work is found to be defective in any material respect, due to fault of the Contractor or his/her subcontractors, he/she shall defray all the expenses of examination and of satisfactory reconstruction. If, however, the 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 (15%) shall be allowed the Contractor.

### **GC.23 CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the Contract documents nor partial or entire occupancy of the premises by the Owner shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall repair any defects due thereto and pay for any damage due to other work resulting therefrom, which shall appear within **one year** after date of completion and acceptance.

### **GC.24 PROTECTION OF WORK**

The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this Contract, and shall be responsible for all damage and/or injury caused by or arising out of his operations.

### **GC.25 USE OF JOB SITE**

The Contractor shall confine his/her equipment apparatus, the storage of materials and operations of his/her workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not encumber the premises with his materials.

### **GC.26 "OR EQUAL" CLAUSE**

Whenever in any of the Contract documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in a manner so as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirement of the Contract documents relative to the Owner's approval of materials and equipment before they are incorporated in the project.

## **GENERAL CONDITIONS**

### **GC.27 PLANS AND SPECIFICATIONS**

The Contractor shall keep on the worksite a copy of the drawings and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like affect as if shown or mentioned in both. In case of difference between drawings and specifications the specifications shall govern. In any case of discrepancy in the figures, drawings or specifications, the matter shall be immediately submitted to the Owner, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his/her own risk and expense.

The Owner shall furnish from time to time such detail drawings and other information as he/she may consider necessary, unless otherwise provided. The Contractor shall keep such drawings at the site of the work.

### **GC.28 OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner three (3) days after given written notice to the Contractor and his/her Surety may, without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

### **GC.29 CLEANING UP**

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about the work and all his/her tools, equipment, scaffolding and surplus materials and shall leave his/her work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors in proportion to the amounts as shall be determined to be just.

### **GC.30 REPORTS, RECORDS AND DATA**

The Contractor and each of his/her subcontractors shall submit to the Owner such schedules of quantities, costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this Contract.

### **GC.31 NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The Contractor and his/her subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, educational association, sexual orientation, gender identity or expression, or HIV status. Breach of this section shall be regarded as a material breach of this Contract.

## GENERAL CONDITIONS

### GC.32 DEFINITIONS

The following terms as used in these Contract documents are respectively defined as follows:

- (a) "Contractor" The person, firm or corporation to whom the within Contract is awarded by the Owner and who is subject to the terms hereof.
- (b) "Subcontractor" A person, firm or corporation other than a Contractor, supplying labor and materials or labor for work at the site of the project.
- (c) "Project" The total construction proposed by the Owner to be constructed in part or in whole pursuant to the within Contract.
- (d) "Work on the Project" Work to be performed, including work normally done, at the location of the project.
- (e) "Surety" Any person, firm or corporation that has executed, as surety, the Contractor's performance and/or labor and material bonds securing the attached Contract.
- (f) "Owner" The Charter Township of Meridian, the public body or authority for whom the work is to be performed and as identified in the advertisement and proposal.
- (g) "Engineer" The Director of Public Works and Engineering for the Charter Township of Meridian or his authorized representative.

## **GENERAL SPECIFICATIONS**

### **INDEX**

GS.1	Definition
GS.2	Sequence of Work
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### **GS.1**      **DEFINITION**

The Contractor shall furnish all materials specified herein and shown on the plans and required to be incorporated in the work of the Contract. He shall furnish all labor, construction equipment, tools, supplies and facilities required to construct the elements designated by the Contract documents and shall construct all of the designated elements complete and in full conformance with the requirements of these documents. He shall comply with all regulatory provisions of the Contract, General Conditions and the Specifications.

### **GS.2**      **SEQUENCE OF WORK**

The Contractor shall, if requested by the Owner, before commencing work, submit to the Engineer a complete schedule of all work to be conducted. All work shall be conducted in accordance with such schedule as is approved by the Engineer.

No work will be allowed at the site prior to 7:00 a.m. nor after 7:00 p.m., or dusk, of any working day. No work will be allowed on Sundays with the exception of work necessitated by an emergency.

## **GENERAL SPECIFICATIONS**

### **GS.3 ELEVATIONS**

All the elevations shown on the plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The Contractor shall verify all the existing structure locations and elevations at points of connection or possible interference between his work and the existing structures and shall report at once to the Engineer any interference's or discrepancies discovered.

### **GS.4 QUALITY OF MATERIALS AND EQUIPMENT FURNISHED**

All materials and equipment furnished by the Contractor hereunder shall be new and conform to specifications herein.

Materials, supplies and equipment, whether furnished by the Contractor or the Owner, shall be stored at the site of the work in such manner as not to interfere with traffic, convenience to public or other Contractors on the site or in the vicinity. The Contractor shall be responsible for any damage caused to new or existing structures by reason of such storage or handling of materials, supplies or equipment.

Flammable materials in portable containers are not to be stored overnight on the site. This includes, but is not limited to, gasoline and diesel fuel for use in construction machinery. Portable containers suitably protected, will be allowed overnight at the site, if confined to permanent tanks which are a normal part of the construction machinery.

Where the Contractor is required to do work within rights of way under the jurisdiction of governmental bodies, he shall meet the requirements of said governmental bodies for work and storage within their jurisdiction. Such requirements must be met as a minimum requirement, and if the specifications given herein impose further limitation on the work, they shall also be met as the required work standard.

The Contractor's attention is directed to the Ingham County Road Commission permit specifications, Section 5. Restoration and Maintenance of Right-Of-Way (e.) for dust control requirements.

### **GS.5 CARE OF EXISTING STRUCTURES**

The Contractor shall be solely responsible for any damage to any existing underground services or structures, or to structures and roadway above ground caused by his operations or those of his subcontractors and suppliers.

### **GS.6 CARE OF NEW STRUCTURES**

The Contractor shall use every reasonable precaution to prevent injury to the new structures being constructed hereunder. He shall be responsible to correct all injury or damage resulting from his operations and/or occurring while the work is under his supervisory control. He shall furnish and install such guards, coverings and other protection as may be needed to insure that the structures remain undamaged prior to completion of the entire work.

In the event damage does occur to the finished portions of the work, or to the work in progress, the Contractor shall take such corrective action and measures as may be necessary to repair the damage to the satisfaction of the Engineer.

## **GENERAL SPECIFICATIONS**

### **GS.7 EXISTING PUBLIC UTILITIES**

Existing public utilities and underground structures such as pipelines, electric conduits and sewers are shown on the drawings from available information.

The Contractor shall conduct his operations so as not to damage any existing utility whether or not shown on the plans. The Contractor shall correct, at his own expense, any injury that may be caused by him during his operations or injury caused during the operations of his subcontractors or suppliers.

The Contractor shall be responsible for coordinating repair, relocation or repair of existing public and private utilities with the appropriate utility or owner. No extra payment will be allowed for repairs.

If the Contractor desires, or is required by the utility companies, to relocate any power or telephone poles to facilitate his work, any expense encountered from such relocation shall be borne by the Contractor.

### **GS.8 PROTECTION OF TREES AND SHRUBS**

All trees and shrubs encountered along the route of the project shall be protected from damage by the Contractor and saved from harm resulting from any of his operations or operations of his subcontractors and suppliers.

Only those trees and shrubs marked for removal on the plans shall be removed. All others will be saved from damage by tunneling or by slightly adjusting the alignment of the project as directed by the Engineer.

### **GS.9 CONTRACTOR'S OFFICE**

The Contractor shall establish and maintain, at his own expense, office headquarters at the site of the work and such storage space and the like as may be required.

Telephone service shall be provided, if requested by the Owner. At the office headquarters shall be kept a complete set of plans and specifications including all shop plans.

### **GS.10 SAFETY PRECAUTIONS**

During the progress of the work, the Contractor shall maintain adequate facilities for the protection and safety of all persons and property. The Contractor and all his subcontractors and suppliers shall comply with the "Construction Health and Safety Standards" as published by the Construction Safety Standards Commission of the State of Michigan and to all other local, state and federal laws, ordinances, rules and regulations pertaining to safety of persons or property.

### **GS.11 SANITARY REQUIREMENTS**

The Contractor shall provide adequate sanitary facilities for all persons employed on this Project. The sanitary facilities shall conform in every way to the requirements of the "Construction Health and Safety Standards" as published by the Construction Safety Standards Commission of the State of Michigan.

## **GENERAL SPECIFICATIONS**

### **GS.12 UTILITIES**

The Contractor shall make all necessary arrangements for the provision of all utility services required to prosecute the work under this Contract. The Contractor shall pay the costs for such connections and service. Where the Owner has utility service at the site, the Contractor may obtain service by connection to the Owner's service, subject to reasonable regulation of its use and satisfactory agreement as to charges. In the event that the Contractor's use of any or all of the Owner's utility services causes the Owner to have an inadequate supply of such service, the Contractor shall disconnect said service and provide his own separate supply at no cost to the Owner.

All utility services shall be inspected by and meet the requirements of the applicable local codes and governmental bodies.

### **GS.13 PUMPING AND DRAINAGE**

Adequate pumping and drainage facilities shall be provided and water from whatever sources entering the work during any stage of construction shall be removed promptly and disposed of. All pumping and drainage shall be done with no damage to property or structures and without interference with the right of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors. Dewatering shall be done in such a manner that the soil under or adjacent to existing structures shall not be disturbed, removed or displaced.

The overloading or obstructing of existing drainage facilities shall not be permitted, and the Contractor shall be solely responsible for damages caused to such existing drainage facilities by his operations.

### **GS.14 WINTER CONSTRUCTION**

The Engineer shall have authority over approving the prosecution of work which is proposed to be done during the winter months. The Contractor shall provide adequate weather protection, temporary heating and take any other measures which are necessary to insure that work performed during the winter months is properly installed and protected against damage from freezing.

Reference is made in the Detail Specifications to the requirement for performing concrete construction and masonry construction in cold weather.

### **GS.15 USE OF FACILITIES BEFORE FINAL COMPLETION**

The Owner shall have the right to make use of, during the construction period, such portions of completed and acceptably tested facilities as he may find practicable. Such use by the Owner shall not relieve the Contractor from responsibility for any defective work which may be subsequently discovered.



## **GENERAL SPECIFICATIONS**

### **GS.16 TEST OF MATERIALS**

All laboratory tests, except as otherwise noted, are to be made at the expense of the Contractor as specified in the Detailed Specifications. The Contractor shall furnish satisfactory containers for taking and shipping samples. The name of the laboratory making the test must be submitted by the Contractor to the Engineer for approval.

In all cases "laboratory" refers to an independent laboratory of recognized standing. Acceptance of materials tested shall be based upon compliance with the specifications hereinafter stated for the various items. Where no particular tests are specified, the tests shall be those normally made for determination of the fitness of the particular material. Certificates of tests shall be furnished by the testing laboratory or producer, in triplicate, to the Engineer.

The Owner may require, at its own option and expense, additional mill and/or shop inspection by competent parties. The Owner may require, at its own option and expense, additional field inspection by a qualified inspector.

All materials failing to meet the requirements of the specifications, as determined by test or otherwise, shall be rejected and not used in the work. The cost of testing materials which fail to meet requirements shall be paid by the Contractor. All follow-up testing required shall also be paid by the Contractor. Materials, if rejected at the site, shall be immediately removed therefrom and shall not be used in the work.

### **GS.17 OTHER WORK**

The Contractor shall cooperate with other Contractors on the site or adjoining work to the end that the entire Project may proceed with the utmost harmony and with a minimum of delay.

Where the work under this Contract is to involve work completed under other contracts or existing facilities or structures, the Contractor shall investigate the condition of such other work or facility to determine its suitability for incorporation into the work of this Contract. Any defect or discrepancy in other work of facility making it unsuitable for proper execution of this Contract shall be immediately reported to the Owner who shall order such adjustments in the work of the project as necessary for proper completion, and unless such defect or discrepancy is reported promptly, the Contractor shall be solely responsible for any adjustments in the work as shall be found necessary to properly complete the work on this project.

### **GS.18 LINES AND GRADES**

General control lines and grades will be established by the Owner. The Contractor shall notify the Engineer no less than 48 hours prior to requiring such control. The Contractor shall furnish all stakes and labor for driving them and rodmen to assist the Owner in this work. The Contractor shall carefully preserve the general control lines and grades established by the Engineer. The cost of replacement of stakes which are damaged or lost shall be borne by the Contractor.

Construction lines and grade shall be transferred and set by the Contractor from the control lines and grades established by the Engineer, and the Contractor shall furnish necessary instruments and competent personnel for performing such work, and he shall be responsible for the accuracy of the transferred line and grade. The Owner will check the work at intervals as he deems necessary and the Contractor shall make correction of error, if any, at his own expense, as may be required for the proper function and performance of the structure and installed equipment.

## **GENERAL SPECIFICATIONS**

### **GS.19 COMPLETE WORK REQUIRED**

It is the intent of the Contract documents to provide that the Project to be constructed under this Contract will be complete and ready for use. Any minor items not specifically called for on the plans or specifications, but which are clearly necessary, are to be included.

### **GS.20 PROPERTY MARKERS**

The Contractor shall take precautions not to move or destroy any monuments or stakes marking the boundaries of property along or near the work. A licensed surveyor shall reestablish property irons in the proper location if disturbed. Buried property irons shall be extended 1/2" diameter rods. The Contractor shall pay for reestablishment.

### **GS.21 RECORDS AND MEASUREMENTS**

The Contractor shall keep careful records showing measured overall length of underground facilities installed and distances of such from any available line as may be designated by the Engineer. Such records shall be turned over to the Engineer as the work progresses and the records must be accurate and complete.

### **GS.22 GUARANTEE**

The Contractor shall guarantee and shall secure from the manufacturer of each item of manufactured equipment used in the project a written guarantee that all materials and equipment furnished by him shall be first class and free from defects, and the guarantor agrees that he will, upon notice and without delay, make good or repair without expense to the Owner the whole or any part of the equipment furnished by him hereunder, which within a year from date of acceptance of that portion of completed work incorporating such equipment shall fail or develop unfitness for the purpose for which it is intended as a result of any defect in design, material, workmanship, erection or construction.

**MERIDIAN TOWNSHIP  
TECHNICAL SPECIFICATIONS**

**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY**

- 15.01 Design Guidelines**
- 15.02 Code Specifications**
- 15.03 Material Specifications**
- 15.04 Contractor Responsibilities**
- 15.05 Warranties**
- 15.06 System Monitoring**
- 15.07 Operation and Maintenance of System**

**15.01 DESIGN GUIDELINES**

Contractor should consider the following guidelines when designing the solar system.

**1. General**

The contractor shall develop a design for a new photovoltaic system.

- A. The system shall be a grid-interactive array that interacts with the project site utility (Consumers Energy) grid.
- B. The system interconnection will be coordinated with the project site utility and designed to shut down in the event of an outage, until the utility power is restored.
  - 1) The system shall qualify for and be enrolled into Consumers Energy Net Metering Category 1-20 kilowatts (kW) and less.
  - 2) Coordination of interconnection agreement is the responsibility of the selected contractor.
- C. The anticipated system nameplate capacity should be equal to 20kW or less.

**2. Rooftop Solar**

It is the responsibility of the Contractor to assess the building structural integrity, roof condition and shading limitations and identify optimized installation location.

- A. Mounting system shall be free from roof penetrations. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors, if applicable. Solar system installation should not void the roof warranty.
- B. Conduit penetrations shall be minimized.
- C. System shall be fixed tilt with an orientation that maximizes annual savings.
- D. All roof access points shall be securely locked at the end of each day.
- E. System layout shall meet local fire department, code and ordinance requirements for roof access.

**15.02 CODE SPECIFICATIONS**

All power generation and transmission equipment must be UL listed for its designed use.

Construction must comply with current adopted State Building Code, which includes: International Building Code, National Electric Code (NEC) and State Fire Marshall (if applicable).

- 1. Modules:** System modules shall be UL1703 listed, and California Energy Commission (CED) listed.

**MERIDIAN TWP TECHNICAL SPECIFICATIONS  
ROOFTOP SOLAR PHOTOVOLTAIC ARRAY**

**15.02 CODE SPECIFICATIONS (CONT'D.)**

2. **Inverters:** Shall be UL 1741 listed and must be CEC-listed and must be CEC-listed with an efficiency of 95% or higher.
3. **Other applicable codes and standards:**
  - A. UL 1703 – “Flat-Plate Photovoltaic Modules and Panels”
  - B. AMSE PTC 50 (solar PV performance)
  - C. ANSI Z21.83 (solar PV performance and safety)
  - D. NFPA 853 (solar PVs near buildings)
  - E. NFPA 70 (electrical components)
  - F. IEEE 929-2000-“Recommended Practice for Utility interface of Photovoltaic Systems”
  - G. IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”
  - H. IEEE 1547 (interconnections)
  - I. All applicable State Building Codes and requirements

**15.03 MATERIAL SPECIFICATIONS**

Materials are not limited to the following:

1. **Modules**
  - A. Provide all labor, material, and equipment necessary to install all major equipment for the rooftop solar photovoltaic array which meets capacity requirements described in contract documents.
  - B. Modules must be UL or ETL certified and listed components, including mounting systems.
  - C. Modules must be certified to UL 1703 – “Flat-Plate Photovoltaic Modules and Panels”
  - D. Quantity to be provided based on total rated capacity described in contract documents.
2. **DC optimizers**

Provide all labor, equipment and material necessary to install DC-Optimizers, producing module level DC-optimization, or equivalent.
3. **Mounting Systems**
  - A. Provide all labor, equipment and material necessary to install a non-penetrating roof racking system that meets requirements described in contract documents.
  - B. Racking system shall be a fixed tilt.
  - C. Racking system shall be comprised of UL or ETL certified and listed components.
4. **Balance of system equipment (BOS)**
  - A. Provide all labor, material and equipment necessary to install all mounting and wiring systems used to integrate the solar modules into the structural and electrical systems of the project site. The wiring systems include all disconnects for the DC and AC sides of the inverter as required by the electrical code and utility, ground-fault protection, and overcurrent protection for the solar modules.
  - B. All Balance of Systems (wiring, component wiring, conduits, and connections) must be suited for conditions for which they are to be installed.
  - C. System shall be supplied with lockable DC and AC disconnect switches.

**MERIDIAN TWP TECHNICAL SPECIFICATIONS  
ROOFTOP SOLAR PHOTOVOLTAIC ARRAY**

**15.03 MATERIAL SPECIFICATIONS (Cont'd.)**

**5. Inverters**

- A. Provide all labor, material, and equipment necessary to install inverters.
- B. Inverters must comply with the following requirements:
  - 1) IEEE 929-2000 – Recommended Practice for Utility Interface of Photovoltaic Systems
  - 2) UL 1741 – “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems”
  - 3) Inverters shall be non-islanding type designed to shut down on loss of utility power.
  - 4) Inverters shall be installed in all-weather enclosures (NEMA 4 or 3R) suitable for exterior location, if mounted on exterior.
  - 5) Inverters shall be located in an easily accessible, weather-protected area, and not be subject to direct rain or sun, preferably located indoors.
  - 6) As far as practical, the AC output of all inverters located in one building shall be connected to the same distribution panel.

**6. Meters**

- A. Provide all labor, material, and equipment necessary to install revenue grade meter complete with industry standard capacity for communication with Ethernet, cellular or other common output capabilities.
- B. Provide Ethernet connection to the Meridian Township’s network for the purposes of metering, monitoring, and data collection of solar production.

**7. Structural Requirements**

- A. All structures and structural elements, including array structures, shall be designed in accordance with applicable Michigan Building Codes and standards pertaining to the installation of such structures.
- B. The contractor shall provide structural calculations, stamped by a licensed professional structural engineer in good standing with the State of Michigan, or as required by the AHJ.
- C. All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- D. The structural design should provide for easy and cost-effective repair or replacement of the roof.
- E. Any roof penetrations must be designed and constructed in collaboration with the roofing professional or manufacturer responsible for the roof and roofing material warranty for the specific site, to ensure that the existing roof warranty is not invalidated by the installation of the photovoltaic system.
- F. For rooftop installations, industry standard or code required safety zone from the roof edge to the photovoltaic system must be maintained. A three foot (3’) clear path of travel must be maintained to and around all rooftop equipment.

## **MERIDIAN TWP TECHNICAL SPECIFICATIONS ROOFTOP SOLAR PHOTOVOLTAIC ARRAY**

### **15.04 CONTRACTOR RESPONSIBILITIES**

The final design package and documents shall include the following, but are not all required in the proposal stage:

1. Description of the solar photovoltaic array system.
2. Construction documents and engineering calculations that are signed and sealed by a licensed architect or engineer.
3. Layout drawing of installation site providing location of all equipment.
4. Equipment details and specifications
5. Schedule for equipment procurement and installation.
6. Description of how Consumers Energy grid-interconnection requirement will be met.
7. Description of controls, monitors, and instrumentation to be used for the solar photovoltaic array system.
8. Equipment and installation manuals.
9. Safety plan.
10. Quality control plan.
11. Operations and Maintenance manuals for system operations and performance monitoring over the life of the contract.
12. Web-based monitoring.
13. Close out report, including the following information: system nameplate size, the overall installed cost of the system, and estimated annual kilowatt hour (kWh) production.
14. Attendance at a minimum of two pre-and/or post construction meetings, open houses, and/or tours.

The Contractor shall take out all required electrical and building/structural permits, arrange for all necessary inspections, and shall pay all fees and expenses in connection with the same as part of the work under this contract.

### **15.05 WARRANTIES**

The Contractors' standard system warranty **minimum** coverage should cover modules, inverter, racking and workmanship.

1. **Modules:** 25-year Power Output & 10-Year Workmanship Limited Warranty
2. **Inverter:** 10-Year Limited Warranty, and provide a price and/or plan for inverter replacement in year 11 and beyond
3. **Racking:** 10-Year Limited Warranty priority
4. **Workmanship:** 18-Month Limited Warranty

### **15.06 SYSTEM MONITORING**

Monitoring of system performance and providing public education and outreach is an important element of this proposal. Meridian Township will favor a proposal that includes a turnkey monitoring system that can be integrated into the Meridian Township computer system for display on the Meridian Township website. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited, to the following:

1. Average and accumulated output (kWh/kW and total kWh)
2. Capacity factor
3. Air quality emissions averted (and real world equivalents conversion)

If possible, we would like the monitoring to be incorporated into our current website, which is:

<https://monitoringpublic.solaredge.com/solaredge-web/p/site/public?name=Meridian%20Township#/dashboard>

**MERIDIAN TWP TECHNICAL SPECIFICATIONS  
ROOFTOP SOLAR PHOTOVOLTAIC ARRAY**

**15.07 OPERATION AND MAINTENANCE OF SYSTEM**

The Contractor is asked to provide a price for an extended warranty and O&M service. The anticipated operation and maintenance services include:

1. Maintaining online monitoring/platform.
2. Performance monitoring, notification, and troubleshooting – must have personnel available to notify Meridian Township of an outage or issue with system production.
3. Corrective maintenance to mitigate any risk to the system or minimize downtime.
4. Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings.

Prior to system start-up, Contractor shall supply Meridian Township two copies of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for Meridian Township to evaluate and ensure appropriate Operation and Maintenance is being completed over the life of the system. Examples of components include solar panels, conduit, inverter, net metering equipment, etc. Project as-builts that detail location of all above and underground utilities and components shall be submitted within 30 days of system start-up.

**ROOFTOP SOLARA PHOTOVOLTAIC ARRAY 2022  
PUBLIC SAFETY BUILDING CARPORTS**

**SPECIAL PROVISIONS**

**(These Special Provisions are in addition to those in the General and Technical Specifications in the event of a conflict.)**

**ADDITIONAL ITEMS DUE WITH PROPOSAL**

1. **Cover/Transmittal Letter:** Cover letter must summarize key provisions of the proposal and must include name, address, phone number and email of the contact for the Contractor.
2. **Executive Summary:** Include key provisions of the proposal, including understanding of the Meridian Township goals, pricing, contractor's role on project, brief description of proposed system, relevant experience of company, and key timeline dates.
3. **Company Profile:** years in business, description of company's background, applicable state licensing, OSHA background and safety protocol, insurance, quality assurance/quality control documentation.
4. **Project Experience:** Include projects completed in the last 3 years similar in scope and size to the proposed project. Include project name, system size, location, and brief 2-3 sentence project description. Highlight company's permitting and interconnection experience with local utility. Also, include three (3) project references with direct client phone numbers.
5. **Project Team:** Organization chart and bios (length of time with firm, key projects) of key team members, capability to perform work/workload capacity. Please only profile individual that will directly be working on this project. Clearly identify the project manager.
6. **Technical Solution/Scope of Work:** Describe your technical approach to the design and construction of the solar project including:
  - A. Technical Approach, Design, Equipment, Installation
    - 1) Panel, inverter, racking specifications
    - 2) Equipment and workmanship warranties
  - B. Exhibits showing proposed layouts and system single line diagrams
  - C. PVSYST Report, or equivalent, indicating kWh production of the proposed system on an annual basis.
  - D. A description of the equipment and services to be provided.
  - E. Site evaluation, including shading calculations.
  - F. Proposed monitoring system/solution
  - G. Operations & maintenance Plan providing detail of proposed services and frequency of services offered for the project. Please price Operations & Maintenance plan separately from cash purchase option.
7. **Production Assurances:** Provide at least a 90% kWh state guarantee for year 1, degrading by a maximum of 0.7%/year for 20 years.
8. **Financial Savings Projection:** Present year 1 and 20 year financial savings, including accounting for Renewable Energy Credits as a line item.



**ROOFTOP SOLAR PHOTOVOLTAIC ARRAY 2022  
PUBLIC SAFETY BUILDING CARPORTS  
SPECIAL PROVISIONS**

**ADDITIONAL ITEMS DUE WITH PROPOSAL** (Cont'd)

9. **Price Proposal:** Provide a cash purchase price for the system on page P-2.
10. **Safety:** Please include a brief description of the safety practices of your firm, as well as, the OSHA Reporting Indicators for the last three (3) years.
11. **Proposed Schedule:** Identify key project milestones and include any necessary review periods for Meridian Township.
12. **Supplemental support services** (maintenance, site restoration if ground-mount, etc.) and associated fees (if applicable).

**EVALUATION/SELECTION CRITERIA**

Meridian Township will evaluate proposals according to the evaluation criteria below:

- |                                               |           |
|-----------------------------------------------|-----------|
| A. Proposal Cost Effectiveness                | 50 points |
| B. Technical Approach/Implementation Schedule | 30 points |
| C. Company Qualifications/Project Experience  | 20 points |

Points will be awarded based on the relative merit of the information provided in the proposal. Selection based on a total number of points awarded by the Owner.

Meridian Township may elect to conduct interviews with selected respondents to ask questions or for more detail on the proposed project. Meridian Township reserves the right to seek supplemental information from any bidder at any time after official proposal opening and before award. This will be limited to clarification or more detail on information included in the original proposal.

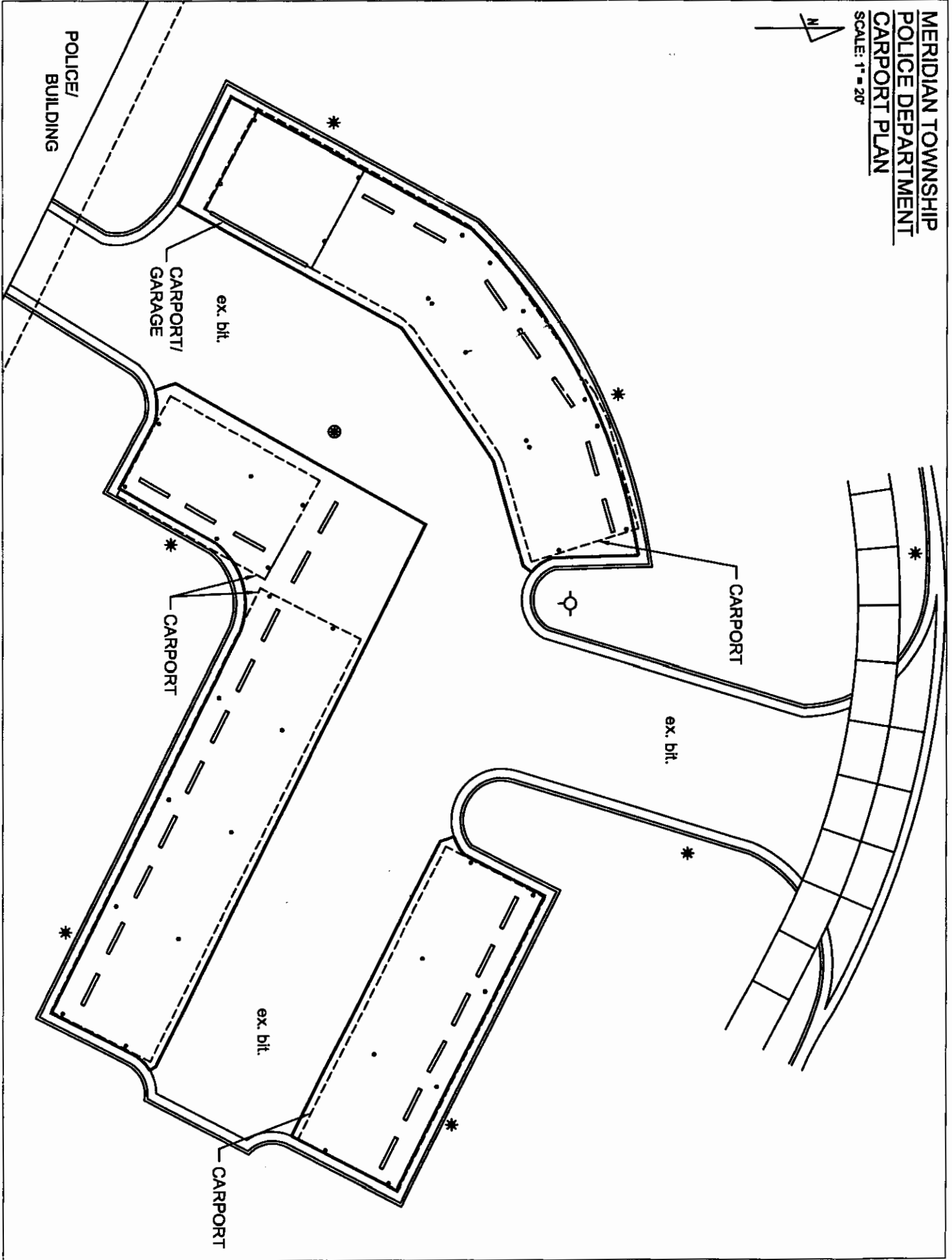
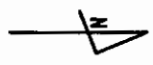
**PROPOSAL/WORK SCHEDULE**

The schedule for this proposal is as indicated below. It may be modified at the discretion of Meridian Township. An addendum will be issued in the event of any scheduling change.

<b><u>Project Milestone</u></b>	<b><u>Date/Time</u></b>
Bids Advertised	<u>Thursday, February 24, 2022</u>
Site Walk/Pre-Bid Meeting	<u>Wednesday, March 2, 2022 at 10am</u>
Questions/Request for Information Due	<u>Friday, March 4, 2022 at 5pm</u>
Answers to Questions Distributed	<u>Friday, March 11, 2022 at 5pm</u>
Proposal Due	<u>Friday, March 18, 2022 at 11 am.</u>
Approval	<u>Friday, March 25, 2022</u>
Completion/System Operation Date	<u>November 1, 2022</u>

Work Hours: Complete discussion of this issue will be made with the successful bidder.

**MERIDIAN TOWNSHIP  
POLICE DEPARTMENT  
CARPORT PLAN**  
SCALE: 1" = 20'





APX A-2

"General Decision Number: MI20220084 01/07/2022

Superseded General Decision Number: MI20210084

State: Michigan

Construction Type: Building

County: Ingham County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022

ASBE0047-002 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.77	18.18
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BOIL0169-001 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 35.95 34.52

BRMI0009-009 08/01/2020

Rates Fringes

BRICKLAYER

Bricklayer.....\$ 31.57 22.65
Terrazzo and Tile Finisher..\$ 22.80 17.54
Terrazzo and Tile Setter....\$ 26.40 20.08

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

\* CARP1004-004 06/01/2021

Rates Fringes

CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring).....\$ 27.39 20.73

\* CARP1004-018 06/01/2021

Rates Fringes

CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....\$ 27.39 20.73

CARP1102-002 06/01/2020

Rates Fringes

MILLWRIGHT.....\$ 35.30 34.10

ELEC0252-001 06/01/2021

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

Rates Fringes

ELECTRICIAN

Alarm Installation & Low Voltage Wiring.....\$ 32.13 16.42
Excludes Alarm Installation and Low Voltage Wiring.....\$ 48.48 27%+12.25

ELEC0665-004 05/31/2021

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

Rates Fringes

ELECTRICIAN

Alarm Installation & Low

Voltage Wiring.....	\$ 30.00	9.25+5.5%
Excludes Alarm Installation & Low Voltage		
Wiring.....	\$ 36.90	25.19

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ENGI0324-012 06/01/2021

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 42.38	24.85
GROUP 2.....	\$ 39.08	24.85
GROUP 3.....	\$ 35.63	24.85
GROUP 4.....	\$ 34.72	24.85
GROUP 5.....	\$ 34.72	24.85
GROUP 6.....	\$ 28.86	24.85
GROUP 7.....	\$ 26.38	24.85

FOOTNOTES:

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.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; 8room/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

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IRON0025-001 06/01/2019

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 29.48	27.74
STRUCTURAL (Excluding Metal Building Erection)....	\$ 36.77	29.03

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\* LABO0499-012 06/01/2021

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender -		

Brick; Mason Tender -  
 Cement/Concrete;  
 Pipelayer; Sandblaster.....\$ 27.56                      12.95

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 PAIN0845-001 06/01/2020

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Paperhanging.....	\$ 23.95	15.14
PAINTER: Drywall Finishing/Taping.....	\$ 27.16	16.13

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 PLAS0016-011 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.64	12.88

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 PLUM0333-006 06/01/2021

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 40.29	23.83
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 40.29	23.83

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.

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 ROOF0070-003 06/01/2021

	Rates	Fringes
ROOFER.....	\$ 30.93	16.18

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 SFMI0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.97	24.12

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 SHEE0007-004 05/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 32.61	19.66

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 SUMI2011-009 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93

LABORER: Landscape &

Irrigation.....	\$ 8.00	0.00
METAL BUILDING ERECTOR.....	\$ 16.92	6.32
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 21.34	7.57
OPERATOR: Bulldozer.....	\$ 20.63	8.21
OPERATOR: Grader/Blade.....	\$ 22.00	6.29
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER: Dump Truck.....	\$ 16.00	7.26
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed



in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### 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 Division National Office Branch of Wage Surveys. 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.

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END OF GENERAL DECISION"