

RE-ROOF OKEMOS LIBRARY 2022

DEPARTMENT OF PUBLIC WORKS & ENGINEERING CHARTER TOWNSHIP OF MERIDIAN INGHAM COUNTY, MICHIGAN

CHARTER TOWNSHIP OF MERIDIAN

RE-ROOF OKEMOS LIBRARY 2022

TABLE OF CONTENTS

ADVERTISEMENT	AD-1 to AD-2
INSTRUCTIONS TO BIDDERS	IB-1 to IB-3
PROPOSAL	P-1 to P-3
CONTRACT	C-1 to C-3
NOTICE OF AWARD	Notice of Award
NOTICE TO PROCEED	Notice to Proceed
GENERAL CONDITIONS	G-1 to G-12
SUPPLEMENTAL CONDITIONS	SC-1
GENERAL SPECIFICATIONS	S-1 to S-5
TECHNICAL SPECIFICATIONS – ROOFING	TS-1 to TS-8
APPENDICES:	
Exhibit A - Prevailing Wage Rate Tables	APX A-1 to A-7
Exhibit B - Google imagery of the top of Okemos Library Roof	APX B-1
Exhibit C - Site Plan for the Okemos Library	APX C-1

CHARTER TOWNSHIP OF MERIDIAN

RE-ROOF OKEMOS LIBRARY 2022

ADVERTISEMENT FOR BID

Sealed proposals will be received by the Charter Township of Meridian, Ingham County, Michigan, at the Meridian Township Clerk's Office, Municipal Building, 5151 Marsh Road, Okemos, Michigan, 48864-1198, (517) 853-4000, up to 10:30 am, local time on Friday, July 29, 2022 for the removal and installation of new roofing system on the Okemos Library, after which time, proposals will be publicly opened and read aloud. A pre-bid meeting will be on Wednesday, July 20, 2022 at 10:00 am at the Okemos Library, 4321 Okemos Road, Okemos, MI 48864.

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

- 1. Infill between the standing seam ribs with one layer of 3" ISO insulation, mechanically attached to bring the ISO insulation above the standing seam ribs.
- 2. Add 2x blocking around the perimeter to support edges.
- 3. Mechanically attach ½" HD ISO cover board over top for flat surface.
- 4. Installation of a .060 inch black EPDM membrane fully adhered.
- 5. Installation of new gutters, drip edge, flashings, and all other accessories to provide a maintenance free roof system for the life of the warranty.
- 6. All materials used should be in accordance with the manufacturer's most current specifications, details and local building codes.
- 7. Make sure all drains are free from debris.
- 8. Coordinate with owner's representative for staging areas and work hours.
- 9. Repair or replace any and all damaged landscaping, sidewalks, parking lot area, or other property damaged by the contractor during this project.
- 10. Provide a full 20-year manufacturer's warranty which covers 100% material and 100% labor for the life of the warranty. The warranty shall not exclude ponding water or consequential damages.
- 11. Traffic Protection

Proposals shall include the furnishing of all labor, material, and equipment to complete the project.

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.

Work on the project shall commence within ten days after issuing the Notice to Proceed, and be complete within 45 days after the Notice to Proceed. Completion is defined as being constructed, tested, placed in service and the site restored.

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.

The contract documents may be examined at the following locations:

- Meridian Township, Department of Public Works & Engineering, 5151 Marsh Rd, Okemos, MI 48864-1198
- Builders Exchange of Lansing & Central MI, 1240 E. Saginaw St, Lansing, MI 48906-5522
- McGraw-Hill Construction Dodge, 2521 E. Michigan Ave, Lansing, MI 48912-4010

Copies of the contract documents for the work may be obtained from the Department of Public Works & Engineering at 5151 Marsh Road, Okemos, Michigan for no fee.

Questions regarding this contract may be addressed to Meridian Township Director of Public works and Engineering, Dan Opsommer, at opsommer@meridian.mi.us or (517) 853-4440.

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 -RE-ROOF OKEMOS LIBRARY 2022" 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 are solicited on the basis of unit prices for the entire work of the contract.

The right is reserved by the 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 – GC.2)

The contractor will be required to carry Commercial General Liability, Worker's Compensation Insurance & Employer's Liability, Automobile Liability, Builders Risk Insurance, 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 work, 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, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. 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.

RE-ROOF OKEMOS LIBRARY 2022

PROPOSAL

TO: Charter Township of Meridian 5151 Marsh Road

Okemos, MI 48864

RE: RE-ROOF OKEMOS LIBRARY 2022

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, Supplemental Conditions, Specifications, 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 \$350.00 per calendar day per project for each and every day thereafter until final acceptance.

Scope of Work

Contractors are to remove and install new roofing material on the Okemos Library. Work includes infilling existing standing seam ribs with insulation and installing a membrane roof over top.

- 1. Infill between the standing seam ribs with one layer of 3" ISO insulation, mechanically attached to bring the ISO insulation above the standing seam ribs.
- 2. Add 2x blocking around the perimeter to support edges.
- 3. Mechanically attach ½" HD ISO cover board over top for flat surface.
- 4. Installation of a .060 inch black EPDM membrane fully adhered.
- 5. Installation of new gutters, drip edge, flashings, and all other accessories to provide a maintenance free roof system for the life of the warranty.
- 6. All materials used should be in accordance with the manufacturer's most current specifications, details and local building codes.
- 7. Make sure all drains are free from debris.
- 8. Coordinate with owner's representative for staging areas and work hours.
- 9. Repair or replace any and all damaged landscaping, sidewalks, parking lot area, or other property damaged by the contractor during this project.
- 10. Provide a full 20-year manufacturer's warranty which covers 100% material and 100% labor for the life of the warranty. The warranty shall not exclude ponding water or consequential damages.
- 11. Traffic Protection

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

$T\Omega T$	'AI.	MIIS	OF: \$

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

<u>NAME</u>			<u>DATE</u>
	idder acknowledges that his l	oid is in accordance with the info	rmation contained in Addendum
items quanti the tot utilize that th and ag	for which he will receive paties of specific Pay Items are cal amount bid for the specific d. In the event that an error he unit prices as bid, will governed that the Total Base Bid	at the Pay Items listed under the ayment under this Contract. In required to complete the work as item will be adjusted by the unit is made in extending the unit pricern in determining the Total Based is the basis for establishing the sonly and is not to be constructed	the event that lesser or greater and place the system in operation, price bid to the actual quantities ces, the Bidder is hereby notified a Bid. It is expressly understood amount of Bid Security on this
percer the un shall fa or amo the O	nt (5%) of the Total Base Bid dersigned agrees that in case ail to furnish bonds, as specific ount of said certified check o wner, but otherwise the sa	certified check or bidder's bond as required by the Advertisement he he shall fail to fulfill his obligated, the Owner may, at its option der bidder's bond accompanying the certified check or bidder's the Contract and acceptance of the	and Instructions to Bidders and ions under this Proposal and/or etermine that the certified check is Proposal has been forfeited to bond shall be returned to the
	ndersigned further agrees th he date established for openi	at this proposal shall be effectiveng of all bids.	e for a period of sixty (60) days
Date		Company Name	
Ву	Signature	Address	-
	Printed Name		
T:Ala		Dhone Number	

RE-ROOF OKEMOS LIBRARY 2022

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".
$\label{eq:witnesseth} \textbf{WITNESSETH}, \text{ that the CONTRACTOR and the OWNER for the consideration herein agree as follows:}$

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, for 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 within the number of calendar days or by the completion date 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 operation within the number of consecutive calendar days specified herein, 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
- 2. Instructions to Bidders
- 3. Project Summary
- 4. Schedule of Values
- 5. Contract
- 6. Bonds and Insurance
- 7. General Conditions
- 8. General Specifications
- 9. Technical Specifications
- 10. Standard Specifications
- 11. Appendices
- 12. Addenda
- 13. Notice of Award
- 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.

CONTI	RACTOR	WITNESS:	
Ву:			
Title: _			
Date:			
CHAR'	TER TOWNSHIP OF MERIDIAN		
		WITNESS:	
By:			
2).	Dan Opsommer	-	
Title:	Assistant Township Manager, Director of Public Works & Engineering		
Date:			

NOTICE OF AWARD

				Dated:
TO) :			
ΑĽ	DDRESS:			
CO	NTRACT:	RE-ROOF OKEMOS LI	IBRAF	RY 2022
are				for the above Contract has been considered. You ave been awarded a Contract for Re-Roof Okemos
Th	e Contract Pri	ce of your Contract is:		<u>.</u>
<u>Th</u>	ree copies of	each of the proposed C	Contra	ct Documents accompany this Notice of Award.
	u must compl vard.	y with the following co	nditio	ns within 10 days of the date you receive this Notice of
1.		ne OWNER <u>three</u> fully Documents must bear		ted counterparts of the Contract Documents. (Each of signature on page C-3.)
2.		the executed Contract General Conditions (GC		ments the Contract security (Bonds and Insurance) as
3.		as the owner, preside ng contract, has permis		partner, we need a letter (on letterhead) stating the to sign the contract.
	-	-		hin the time specified will entitle OWNER to consider ward and to declare your Bid security forfeited.
		after you comply with rpart of the Contract D		above conditions, OWNER will return to you one fully ents.
		<u>(</u>	CHAR'	TER TOWNSHIP OF MERIDIAN
		I	Ву:	
			5	Dan Opsommer, Assistant Township Manager Director of Public Works & Engineering

NOTICE TO PROCEED

			Dated:
TO:			
ADDRESS:			
CONTRACT:	RE-ROOF OKEMOS LIBRARY 2022		
			act will commence to run or ont, the date of Completion is
Deliver to OWNE	R an acknowledged copy of	f this Notice to Proceed.	
	<u>CHAR</u>	TER TOWNSHIP OF ME	<u>RIDIAN</u>
	Ву:	Dan Opsommer, Assista Director of Public Work	
<u>A0</u>	CKNOWLEDGEMENT OF A	ACCEPTANCE OF NOTICE	E TO PROCEED
CONTRACTOR ac 2022.	knowledges acceptance of	this Notice to Proceed th	is day of,
	By:		

INDEX

GC.1	CONTRACT SECURITY				
GC.2	CONTRACTORS' AND SUBCONTRACTORS' INSURANCE				
46.2	A. Policies, Coverages and Endorsements				
	B. Builder's Risk Insurance (Fire and Extended Coverage)				
	C. Owner's Protective Liability				
	D. Insured Parties				
	E. Acceptable Insurance Companies				
	F. Indemnification and Hold Harmless				
GC.3	QUALIFICATION FOR EMPLOYMENT				
GC.4	PREVAILING WAGE REQUIREMENT				
GC.5	PROGRESS SCHEDULE				
GC.6	ACCIDENT PREVENTION				
GC.7	CONTRACT PRICE SCHEDULE				
GC.8	PAYMENT TO CONTRACTOR				
GC.9	SUBCONTRACTING				
GC.10	ASSIGNMENTS				
GC.11	EXTRAS				
GC.12	CHANGES IN WORK/PAYMENT ADJUSTMENTS				
GC.13	TIME OF MAKING CLAIMS				
GC.14	MATERIALS, SERVICES, AND FACILITIES				
GC.15	TERMINATION FOR BREACH				
GC.16	OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION				
THEREOF					
GC.17	SUPERINTENDENCE				
GC.18	NOTICE AND SERVICE THEREOF				
GC.19	COMPLIANCE WITH LAW				
GC.20	PERMITS				
GC.21	ROYALTIES AND PATENTS				
GC.22	INSPECTIONS				
GC.23	CORRECTION OF WORK AFTER FINAL PAYMENT				
GC.24	PROTECTION OF WORK				
GC.25	USE OF JOB SITE				
GC.26	"OR EQUAL" CLAUSE				
GC.27	PLANS AND SPECIFICATIONS				
GC.28	OWNER'S RIGHT TO DO WORK				
GC.29	CLEANING UP				
GC.30	REPORTS, RECORDS AND DATA				
GC.31	NON-DISCRIMINATION IN EMPLOYMENT				
GC.32	DEFINITIONS				

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. <u>Policies, Coverages and Endorsements</u>

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 \$2,000,000b. 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

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. <u>Owner's Protective Liability</u>

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. <u>Insured Parties</u>

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. <u>Acceptable Insurance Companies</u>

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. <u>Indemnification and Hold Harmless</u>

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

GC.2 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

F. <u>Indemnification and Hold Harmless</u> (Cont'd.)

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.

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.

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

Contractors shall furnish proof satisfactory to the Township that the Prevailing Wage provisions are being complied with as part of each progress payment submission.

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.
- **GC.8 PAYMENT TO CONTRACTOR** (Cont'd.)
- D. A certificate from Contractor's bonding company approving issuance of final payment.

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.

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.

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.

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 prepaid 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.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the

GC.22 INSPECTIONS (Cont'd.)

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, or as noted in Technical Specifications.

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.

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

GC.27 PLANS AND SPECIFICATIONS (Cont'd.)

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, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach of this Contract.

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.
GC.32	DEFINITIONS (Cont'd.)	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 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.

RE-ROOF OKEMOS LIBRARY 2022

SUPPLEMENTAL CONDITIONS

- 1. No loud radios, speakers or music on the job site.
- 2. Contractor to provide a port-a-john onsite. Access to building will be limited.
- 3. Coordinate with owner regarding placement of dumpsters, port-a-johns and locations for crane placement for loading and unloading roof. The Library staff will be invited to the preconstruction meeting to help facilitate this supplemental condition.
- 4. Clean-up will be required daily.
- 5. Contractor is to comply with all MIOSHA and OSHA safety requirements.

GENERAL SPECIFICATIONS

<u>INDEX</u>	
GS.1	Definition
GS.2	Sequence of Work
GS.3	Not Used
GS.4	Quality of Materials and Equipment Furnished
GS.5	Care of Existing Structures
GS.6	Care of New Structures
GS.7	Existing Public Utilities
GS.8	Protection of Trees and Shrubs
GS.9	Not Used
GS.10	Safety Precautions
GS.11	Sanitary Requirements
GS.12	Utilities
GS.13	Drainage
GS.14	Winter Construction
GS.15	Use of Facilities before Final Completion
GS.16	Test of Materials
GS.17	Other Work
GS.18	Not Used
GS.19	Complete Work Required
GS.20	Not Used
GS.21	Not Used
CS 22	Warranty

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 Director of Public Works and Engineering a complete schedule of all work to be conducted. All work shall be conducted in accordance with such schedule as is approved by the Director of Public Works and Engineering.

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.

GS.3 Not Used

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, <u>Section 5. Restoration and Maintenance of Right-Of-Way (e.)</u> 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.

GS.7 EXISTING PUBLIC UTILITIES

The Contractor shall conduct his operations so as not to damage any existing utility. 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.

GS.9 Not Used

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.

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.

GENERAL SPECIFICATIONS

GS.12 UTILITIES (Cont'd.)

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

GS.13 DRAINAGE

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.

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.

GS.16 TEST OF MATERIALS

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. 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 Not Used

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 Not Used

GS.21 Not Used

GS.22 WARRANTY

All work shall be warranted as specified in Section 1.9 of the Technical Specifications.

TECHNICAL SPECIFICATIONS ROOFING

PART 1 GENERAL

- 1.1 General
- 1.2 References
- 1.3 System Description
- 1.4 Submittals
- 1.5 Quality Assurance
- 1.6 Regulatory Requirements
- 1.7 Pre-Installation Meeting
- 1.8 Delivery, Storage and Handling
- 1.9 Warranty

PART 2 PRODUCTS

- 2.1 Roofing System Components
- 2.2 Roof Insulation
- 2.3 Roof Insulation Accessories

PART 3 EXECUTION

- 3.1 Examination
- 3.2 Preparation
- 3.3 Installation
- 3.4 Field Quality Control
- 3.5 Protection

PART 1 - GENERAL

1.1 GENERAL

- A. Infill between the standing seam ribs with one layer of 3" ISO insulation, mechanically attached to bring the ISO insulation above the standing seam ribs.
- B. Add 2x blocking around the perimeter to support edges.
- C. Mechanically attach ½" HD ISO cover board over top for flat surface.
- D. Installation of a .060 inch black EPDM membrane fully adhered.
- E. Installation of new gutters, drip edge, flashings, and all other accessories to provide a maintenance free roof system for the life of the warranty.
- F. All materials used should be in accordance with the manufacturer's most current specifications, details and local building codes.
- G. Make sure all drains are free from debris.
- H. Coordinate with owner's representative for staging areas and work hours.
- I. Repair or replace any and all damaged landscaping, sidewalks, parking lot area, or other property damaged by the contractor during this project.
- J. Provide a full 20-year manufacturer's warranty which covers 100% material and 100% labor for the life of the warranty. The warranty shall not exclude ponding water or consequential damages.
- K. Traffic Protection

1.2 REFERENCES

- A. NRCA The NCRA Roofing and Waterproofing Manual
- B. ASCE 7 Minimum Design Loads for Buildings and Other Structures
- C. UL Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128)
- D. ASTM C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
- E. ASTM D 751 Standard Test Methods for Coated Fabrics

TECHNICAL SPECIFICATIONS-ROOFING

- 1.2 REFERENCES (Cont'd.)
- F. ASTM D 4434 Standard Specification for Poly (Vinyl Chloride) Sheet Roofing
- G. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings
- H. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Materials

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Cool Roof Rating Council (CRRC): Membrane must be listed on CRRC website.
 - 1. Initial Solar Reflectance: ≥ 88%
 - 2. Initial Thermal Emittance: ≥ 87%
 - 3. Initial Solar Reflective Index (SRI): ≥ 111
 - 4. 3-Year Aged Solar Reflectance: ≥ 68%
 - 5. 3-Year Aged Thermal Emittance: ≥ 84%
 - 6. 3-Year Aged Solar Reflective Index (SRI): ≥ 82
- D. Insulation:
 - 1. Provide overall thermal resistance for roofing system with minimum R value of 20.
 - 2. Install using a minimum of two layers.
 - 3. Configuration as indicated on the Drawings

1.4 SUBMITTALS

Submit the following:

- A. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations
 - 2. Storage and handling requirements and recommendations
 - 3. Installation methods
 - 4. Maintenance requirements
- B. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- C. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- D. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer's warranties.

1.5 **QUALITY ASSURANCE**

- A. Perform work in accordance with manufacturer's most current installation instructions and specifications.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

TECHNICAL SPECIFICATIONS-ROOFING

1.5 **OUALITY ASSURANCE** (Cont'd.)

- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.
- C Wind Uplift: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings and Other Structures.*

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
 - 1. Meet with Owner, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

TECHNICAL SPECIFICATIONS-ROOFING PART 1 – GENERAL (Cont'd.)

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. <u>Contractor's Warranty</u>: The contractor shall warrant the roof application with respect to workmanship and proper application for three (3) years from the effective date of the warranty issued by the manufacturer.
- B. <u>Manufacturer's Warranty</u>: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. No exclusions for incidental or consequential damages.
 - 3. No exclusion for damage caused by ponding water.
 - 4. No exclusion for damage caused by biological growth.
 - 5. Issued direct from and serviced by the roof membrane manufacturer.
 - 6. Transferable for the full term of the warranty.
 - 7. No additional charge for the warranty.

PART 2 - PRODUCTS

2.1 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: Sure-Tough 60 mil thick reinforced EPDM conforming to the minimum physical properties of ASTM D4637 in the largest sheet possible with 3" or 6" Factory-Applied Tape (FAT). (Splice tape shall be a butyl/EPDM based polymer with a minimum thickness of 25-mil.) The membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. Membrane properties as follows:
 - 1. Thickness: 60 mil
 - 2. Exposed Face Color: Black

TECHNICAL SPECIFICATIONS-ROOFING

2.1 ROOFING SYSTEM COMPONENTS (Cont'd.)

- B. <u>Accessory Materials</u>: Provide accessory materials used, including but not limited to:
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing
 - 2.. Carlisle SynTec Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane
 - a. Stack Flashings
 - b. Curb Flashings
 - c. Inside and Outside Corners
 - 3. Sealants and Adhesives: Compatible with roofing system.
 - 4. Slip Sheet: Compatible with roofing system.
 - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate.
 - a. #14 Heavy Duty Fasteners.
 - b. Cleat Plates.
 - c. 3 inch Metal Plates.
- C. <u>Walkways</u>: Protective surfacing for roof traffic shall be Sure-Seal Pressure-Sensitive Walkway Pads (with Factory-Applied Tape on the underside of the walkway) adhered to the membrane surface in conjunction with Sure-Seal Primer.

2.2 ROOF INSULATION

- A. General:
 - 1. Provide preformed roof insulation boards that comply with requirements and referenced standards, as selected from manufacturer's standard sizes.
 - 2. Provide preformed saddles, crickets, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
- B. <u>Polyisocyanurate Board Insulation:</u> Complying with ASTM C 1289, Type II, felt or glass-fiber mat facer or both major surfaces.

2.3 ROOF INSULATION ACCESSORIES

- A. <u>General</u>: Provide roof insulation accessories approved by the roof membrane manufacturer and as recommended by insulation manufacturer for the intended use.
- B. <u>Fasteners</u>: Provide coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation and/or insulation cover boards in conformance to specified design requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and property sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

TECHNICAL SPECIFICATIONS-ROOFING

- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

3.3 INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Insulation:
 - 1. Install insulation in accordance with the roof manufacturer's requirements.
 - 2. Insulation shall be adequately supported to sustain normal foot traffic without damage.
 - 3. Where field trimmed, insulation shall be fitted tightly around roof protrusions with no gaps greater than ¼ inch.
 - 4. No more insulation shall be applied than can be covered with the roof membrane by the end of the day or the onset of inclement weather.
 - 5. If more than one layer of insulation is used, all joints between subsequent layers shall be offset by at least 6 inches.
 - 6. Mechanical Attachment: Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - 7. Install mechanical fasteners through top layer to attach insulation. Install all layers in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.

C. <u>Insulation Cover Sheet</u>:

1. Install in accordance with the roof manufacturer's requirements.

D. Roof Membrane:

- 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
- 2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
- 3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
- 4. Cut membrane to fit neatly around all penetrations and roof projections.
- 5. Unroll roofing membrane and positioned with a minimum 6-inch overlap.

TECHNICAL SPECIFICATIONS-ROOFING PART 3 – EXECUTION

3.3 INSTALLATION (Cont'd.)

- E. <u>Seaming</u>:
 - 1. Weld overlapping sheets together using hot air. Minimum weld width is 1.5 inches.
 - 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- F. <u>Membrane Termination/Securement</u>: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- G. <u>Flashings</u>: Complete all flashings and terminations in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 - 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 - 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
 - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

H. Roof Drains:

- 1. Coordinate installation of roof drains and vents.
- 2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- 3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

TECHNICAL SPECIFICATIONS-ROOFING

PART 3 - EXECUTION

3.3 INSTALLATION (Cont'd.)

I. <u>Edge Details</u>:

- 1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
- 2. Join individual sections in accordance with the membrane manufacturer's requirements.
- 3. Coordinate installation of metal flashing and counter flashing.
- 4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

J. Walkways:

- 1. Install walkways in accordance with the membrane manufacturer's requirements.
- 2. Provide walkways where indicated on the Drawings.
- 3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
- 4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

K. <u>Water Cut-offs</u>:

- Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
- 2. Provide water cut-offs prior to ensure water does not flow beneath the completed sections of the new roofing system.
- 3. Remove water cut-offs prior to the resumption of work.
- 4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
- 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

Exhibit A - Prevailing Wage Rate Tables

(See **Highlighted** Prevailing Wage Below)

"General Decision Number: MI20220084 07/08/2022

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).

```
listed on this wage
                              determination, if it is
                                 higher) for all hours
                                 spent performing on the
                                 contract in 2022.
| If the contract was awarded on | . Executive Order 13658
or between January 1, 2015 and generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay
|extended on or after January | covered workers at least
130, 2022:
                                 $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 https://www.dol.gov/agencies/whd/government-contracts.

Modification	Number	Publication Date
0		01/07/2022
1		02/18/2022
2		02/25/2022
3		04/01/2022
4		06/24/2022
5		07/08/2022

ASBE0047-002 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 33.77	18.18
 BOIL0169-001 01/01/2021		
	Rates	Fringes
BOILERMAKER	\$ 35.95	34.52
BRMI0009-009 08/01/2020		
	Rates	Fringes

•	races	rrriges
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	contracto	or in	any p	period	of	seven	worki	ng	days	before
said	holiday	withi	n the	e curre	ent	calend	dar ye	ar.		

said holiday within the current	calendar y	ear.
 CARP1004-004 06/01/2021		
CARF1004-004 00/01/2021	Rates	Fringes
CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring)		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 06/01/2022		
Townships of Bunker Hill, Leslie,	Onodaga &	Stockbridge
	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring		20.61%+10.00

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	9	
Wiring	\$ 36.90	25.19

ENGI0324-012 06/01/2022

	I	Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$	44.13	24.85
GROUP	2\$	40.83	24.85
GROUP	3\$	38.18	24.85
GROUP	4\$	36.47	24.85
GROUP	5\$	36.47	24.85
GROUP	6\$	30.61	24.85
GROUP	7\$	28.13	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; Broom/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

IRON0025-001 06/01/2019

	Rates	Fringes
IRONWORKER		
REINFORCING	\$ 29.48	27.74
STRUCTURAL (Excluding	¢ 26 77	29.03
Metal Building Erection)		

^{*} LABO0499-012 06/01/2022

Rates Fringes

LABORER

Common or General; Grade Checker; Mason Tender -Brick; Mason Tender -

Cement/Concrete; Pipelayer; Sandblaster\$ 27.93	12.95
 PAIN0845-001 06/01/2020	
Rates	Fringes
PAINTER: Brush, Roller, Spray and Paperhanging\$ 23.95 PAINTER: Drywall	15.14
Finishing/Taping\$ 27.16	16.13
PLAS0016-011 04/01/2014	
Rates	Fringes
CEMENT MASON/CONCRETE FINISHER\$ 24.64	12.88
PLUM0333-006 06/01/2021	
Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation\$ 40.29 PLUMBER, Excludes HVAC Pipe and Unit Installation\$ 40.29	23.83
	23.03
FOOTNOTE:	
Paid Holidays: Memorial Day, Independence Day Day, if the employee works the work day preceding as following the holiday unless proven illness or injury preemployee from working.	nd
 ROOF0070-003 06/01/2021	

Rates Fringes

ROOFER	\$ 30.93	16.18
 SFMI0669-001 04/01/2022		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)		24.66
 SHEE0007-004 05/01/2018		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation)	-	19.66
 * SUMI2011-009 02/01/2011		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 18.48	7.93
LABORER: Landscape & Irrigation	\$ 8 00 **	
		0.00
METAL BUILDING ERECTOR		0.00
METAL BUILDING ERECTOR OPERATOR: Backhoe/Excavator/Trackhoe	\$ 16.92	
OPERATOR:	\$ 16.92	6.32
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 16.92	6.32 7.57
OPERATOR: Backhoe/Excavator/Trackhoe OPERATOR: Bulldozer	\$ 16.92 \$ 21.34 \$ 20.63 \$ 22.00	6.327.578.21

TRUCK DRIVER: Lowboy Truck.....\$ 14.50 ** 0.44

TRUCK DRIVER: Tractor Haul

Truck.....\$ 13.57 ** 1.18

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

=====

** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at

https://www.dol.gov/agencies/whd/government-contracts.

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)).

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.

 	_																

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 National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISIO"

Google imagery of the top of the Okemos Library Roof, 4321 Okemos Road, Okemos, MI 48864

Exhibit B

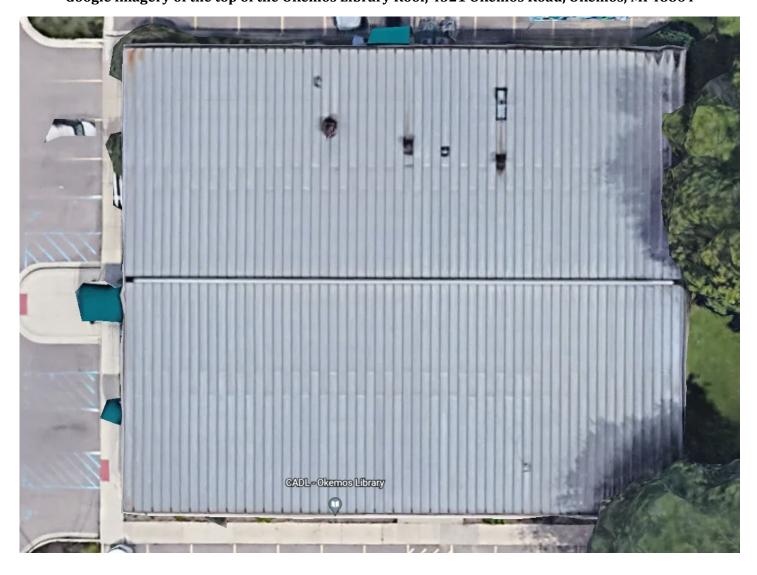


Exhibit C

Site Plan for the Okemos Library, 4321 Okemos Road, Okemos, MI 48864 Building Dimensions are 100' by 120'

