

BID DOCUMENTS

FOR

**2018 City of Owosso Facade Project
CDBG Program
114 W. Main Street RE-BID**



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

SEPTEMBER 6, 2018

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NOTICE TO BIDDERS
City of Owosso 2018 Façade Project
CDBG Program
114 W. Main Street RE-BID
FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the **City of Owosso 2018 Façade Project Bid** and should be addressed to:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Major items include: Work includes but is not limited to: selective demolition, masonry restoration, stucco restoration, steel lintel replacement, steel remediation, rough carpentry, finish carpentry, metal roofing, membrane roofing, EIFS patch and repair, doors, windows, storefront and glazing, window restoration, gypsum board, ceramic tile, painting, signage, awnings, lighting and power.

Bids will be accepted until **3:00 p.m. September 14, 2018** for the **City of Owosso 2018 Façade Project – CDBG Project** which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

Local and/or minority participation is strongly encouraged. Applicable state and federal laws regarding the "Conditions of Employment" apply to work under this contract. Prevailing Wage rates are required for this project.

Minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Funding for this project was provided in part by HUD, as such it must meet all HUD, SHPO, City, County and State requirements. HUD payroll requirements will apply, and certified payroll requirements are required.

Contractors are required to complete a Proposer Qualifications Form to demonstrate their experience and qualifications for this project, including but not limited to their experience rehabilitating historic structures with experience with HUD and SHPO administrative requirements and standards, proven ability to complete similar projects of this type and scope.

Note:

This is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Federally Funded Project. The awarded contractor must comply with all appropriate regulations and mandates. The Contractor must comply with the Davis-Bacon Act, July 2, 1964 (Title 40 USC 276A), The Equal Employment Opportunity Act, September 28, 1965, No. 11246, all United States Department of Housing and Urban Department Federal Labor Standard provisions form HUD - 4010 and Section 3 of the Housing and Urban Design Act of 1968, and amended, 12 U. S. C. 17014. Attention is called to the fact that not less than minimum wage as set forth as part of the Department of Labor- General Wage Division must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or

national origin, and also, to the greatest extent feasible , training and employment and be given to lower income residents with in Shiawassee County.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

City of Owosso 2018 Façade Project – CBDG Program Bid – 114 W. Main Street RE-BID

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before a **Contract has been signed** and a **Notice to Proceed has been issued** anticipated approximately October 15, 2018. All work is to be **substantially** completed by **JULY 15, 2019**.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, by fax at 989-723-8854 or by e-mail to Josh Adams at downtownowosso@gmail.com .

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
 - a. **Vendor Proposal**
 - b. **Local Preference Affidavit**
 - c. **W-9 Request for Taxpayer ID No. and Certification**
 - d. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - e. **Insurance Endorsement**
 - f. **Proposer Qualifications Form**

- g. Familial Relationship Sworn Statement**
- h. Iran Business Relationship Affidavit**
- i. Bid Bond**

**SECTION 00 42 01
PROPOSAL FORM**

PROJECT: City of Owosso - 2018 Façade Project -CDBG Program – 114 W. Main Street RE-BID

Business Name of Proposer _____

Address: _____

Telephone: _____ Date: _____

Email: _____

To: City of Owosso:

I the undersigned, have received the specifications and drawings for the Construction Work of the above named project prepared by H2A Architects Inc. I have also received the Addenda acknowledged below and have included all their provisions and costs in my proposal. Having carefully considered and examined all Contract Documents, having visited the site and examined all conditions affecting the work, I submit the following proposal and hereby agree;

1. To furnish all labor, services, materials, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by time stipulated on the Proposal form and under the conditions as outlined in the Contract Documents.
3. To accept the provisions of the Instructions to Proposers regarding disposition of proposal Security.
4. To hold my proposal open for a maximum period of sixty (60) days.

1 -Base Bid 114 W Main Street: Work as shown on the drawings and specifications, including but not limited to: selective demolition, stucco repair and restoration, steel lintel remediation, metal trim, rough carpentry, finish carpentry, eifs, window replacement, painting, signage, fabric canopies electrical and lighting.

114 W. Main Street - Amount in words:

\$ _____ . _____ *Total Amount*

Alternates – In Addition to the Base Bid, Contractors are encouraged to submit Voluntary Alternate(s):

The Base Bid quotation must be provided or Voluntary Alternates will may not be considered. Use the space below to submit a Voluntary Alternate in regards to Lighting specified.

Voluntary Alternate #1 – Description: _____

_____ *Amount in words:*

\$ _____ . _____ *Total Amount*

Alternates – In Addition to the Base Bid, Contractors are encouraged to submit Voluntary Alternate(s):
 The Base Bid quotation must be provided or Voluntary Alternates will may not be considered. Use the space below to submit a Voluntary Alternate in regards to Windows.

Voluntary Alternate #1 – Description: _____

 _____ *Amount in words:* _____

 \$ _____ . _____ *Total Amount*

Alternates – In Addition to the Base Bid, Contractors are encouraged to submit Voluntary Alternate(s):
 The Base Bid quotation must be provided or Voluntary Alternates will may not be considered. Use the space below to submit a Voluntary Alternate in regards to Pedestrian Protection.

Voluntary Alternate #1 – Description: _____

 _____ *Amount in words:* _____

 \$ _____ . _____ *Total Amount*

Alternates – In Addition to the Base Bid, Contractors are encouraged to submit Voluntary Alternate(s):
 The Base Bid quotation must be provided or Voluntary Alternates will may not be considered. Use the space below to submit a Voluntary Alternate in regards to Any Product specified.

Voluntary Alternate #1 – Description: _____

 _____ *Amount in words:* _____

 \$ _____ . _____ *Total Amount*

Unit Prices:

Should I, the undersigned, be required to perform **additional work** beyond what is indicated in the Contract Documents, I hereby agree to make additions to the contract amount based on the following Unit Prices. All Unit Prices include labor, material, overhead, profit, taxes, insurance and all related charges.

| <u>Description</u> | <u>Material Cost</u> | <u>Labor Cost</u> | <u>Total Cost</u> |
|---------------------------|----------------------|-------------------|-------------------|
| Stucco Repair per sf | \$ _____ | \$ _____ | \$ _____ each |
| Lintel remediation per lf | \$ _____ | \$ _____ | \$ _____ each |
| Lintel replacement per lf | \$ _____ | \$ _____ | \$ _____ each |

Addenda:

The undersigned, hereby acknowledges receipt of the following addenda:

Addendum No. Date

Subcontractors:

I, the Proposer, propose the following list of major sub-contractors to be employed on the project (subject to final approval by the Owner and the Design Professional):

Demolition

Stucco

Carpentry

Windows

Painting

Electrical

Site Superintendent:

The following, full time on site job superintendent will be assigned to this project:

Name: _____

Superintendent will not be reassigned, during duration of the project without approval of the Owner and Design Professional.

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the timeline requirements of the contract documents as outlined, the bidder shall clearly note his/her proposed timeline.

The bidder may also propose additions or alternatives to the specifications for the City to consider, the cost associated with these additions or alternatives shall be clearly stated and included in the voluntary alternates. The bidders base-bid proposal must be in compliance with the specifications provided.

If products specified are unavailable, contractor shall include an alternative equivalent product in the base-bid, but clearly state the unavailability and the alternate product quoted in the base-bid. The architect shall be the sole judge of product equivalency.

Time for Completion:

I, the undersigned, hereby agree to complete all the work and improvements as specified in the contract documents as stated in the notice to bidders and additionally as follows:

- 114 W. Main Street: Provide business/public access at all time, limit work on-site to 90 days.

Liquidated damages shall apply if the Contractor does not complete the work within these requirements and as indicted in the Notice to Bidders and the General Requirements Section 01 10 00, item 1.09.

FINAL EXECUTION

Acceptance:

The undersigned, is duly authorized to enter into a contract on behalf of the above listed Proposer.

The undersigned agrees that if the City accepts this proposal, Contractor will, after receiving notice of this acceptance, enter into a contract to furnish all material, labor, equipment and tools necessary to execute the work at the prices named in the bid proposal.

Further I agree, if awarded the contract, to execute and deliver to the Owner prior to the signing of the contract, insurance certifications which fully comply with the specifications, and satisfactory bonds, in the form of 100% 'Performance Bond' and 100% 'Labor and Material Payment Bond'. All insurance coverages will be provided by a company licensed to carry out business in the State of Michigan.

The undersigned certifies on behalf of the Proposer that the Proposer is **not an "Iran Linked Business"** as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

I have enclosed the required bid security, in the amount of five percent (5%) of the Base Bid.

On behalf of _____ I hereby submit this proposal for City of Owosso 2018 Façade Project – CBDG Program for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions, Supplementary Conditions, General Requirements and the Specifications included in the Contract Documents. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals and waive any irregularities in the bidding process.

Dated and signed at _____ State of _____

This _____ day of _____, 2018.

BY: _____

Signature

Printed Name and Title

WITNESS: _____

Signature

Printed Name

END OF SECTION

SECTION 00 42 02

FAMILIAL RELATIONSHIP SWORN STATEMENT

_____ does hereby disclose that:

(Company Name)

_____ YES, There exists a familial relationship between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Disclosure Between

| | | |
|--------------------|-----|--------------------|
| Name _____ | and | Name _____ |
| Title _____ | | Title _____ |
| Relationship _____ | | Relationship _____ |

_____ NO, A familial relationship does not exist between the City of Owosso representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Name (printed) _____ Position _____

Signature _____ Date _____

Notary Public (printed) _____

Signature _____ County _____

Date _____ My Commission Expires _____

Affix Notary Seal here:

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SECTION 00 43 01

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

PROJECT: CITY OF OWOSSO 2018 FAÇADE PROJECTS – CDBG PROGRAM – RE-BID
16-100
STREET ADDRESS: 114 W. MAIN STREET
CITY, STATE, ZIP: OWOSSO, MI 48867

Effective April 1, 2013 all bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at the time of submittal.

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

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AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

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W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

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SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20_____.

Bidder acknowledges receipt of the following Addenda:

| ADDENDUM NO. | BIDDER'S INITIALS |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

BID NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- 3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.
- 5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. **Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

SECTION 00 43 21

PROPOSER QUALIFICATION FORM

PROJECT: CITY OF OWOSSO 2018 FAÇADE PROJECTS CDBG PROGRAM – 114 W. Main RE-BID NO. 16-100

Name of Proposer _____

Address: _____

City/State: _____ Zip: _____

Telephone: _____ Email: _____

Company History

Year Established: _____ Years in Business: _____ Number of Employees: _____ FT _____ PT

Percent of your business that is commercial contracting _____%

Type of Organization: (check one)

Individual _____ Partnership _____ Corporation _____ Joint Venture _____

How many years has your company been providing contractor services? Provide narrative on your background, capabilities, and knowledge as it relates to contracting services:

Public Sector Clients served:

| Project Name: | Contact Person | Phone | Email |
|---------------|----------------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Provide a description of any current projects and the previous three projects that your company has performed contracting services for that are similar in type, scope and size to this project including HUD/CDBG, SHPO, or MEDC related projects.:

| Project Name | Location | Year |
|--------------|----------|------|
|--------------|----------|------|

| | | |
|----------------|-------|-------|
| _____ | _____ | _____ |
| Contact Person | Phone | Email |

Company Name

Description:

| Project Name | Location | Year |
|--------------|----------|------|
|--------------|----------|------|

| | | |
|----------------|-------|-------|
| _____ | _____ | _____ |
| Contact Person | Phone | Email |

Company Name

Description:

| Project Name | Location | Year |
|--------------|----------|------|
|--------------|----------|------|

| | | |
|----------------|-------|-------|
| _____ | _____ | _____ |
| Contact Person | Phone | Email |

Company Name

Description:

How would you describe your company's current and upcoming workload?

What is your company's proposed work plan/schedule/timeline for this project?

Has your company ever been involved in, or had an official complaint filed by any agency or department of the State of Michigan or local governmental unit against your company, the owner(s) of the company or any company personnel who will be assigned to this project?

No _____

If Yes, please provide an explanation:

Has your company, or any individual officers, employees or agents of your company, been involved in litigation against your company in the past five (5) years?

No _____

If Yes, please provide an explanation:

Attach a resume for: Project Manager Site Superintendent

I hereby certify that, as of the above date, the information provided in this Qualification Statement is true and sufficiently complete so as not to be misleading.

Representative's Name: _____

Signature: _____

Title: _____

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DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

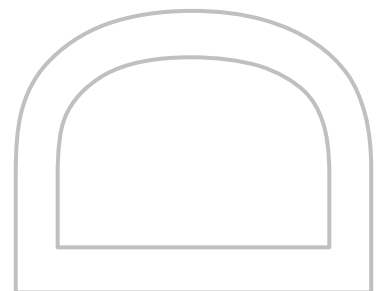
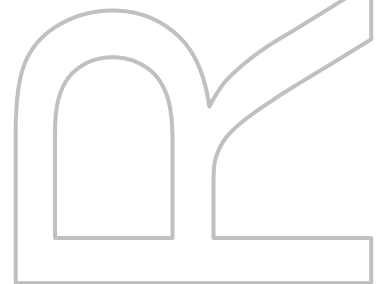
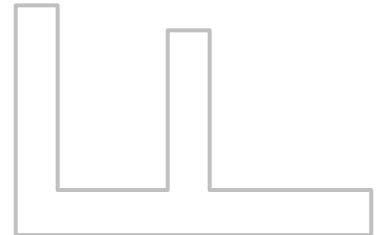
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«Eagle's Nest Academy»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

3. PAYMENT - None

3. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

4. UNIT PRICES

Prices should be stated in units without regard to quantity. This is for unforeseen work.

5. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

6. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is either approved by the architect in advance clearly noted as an unavailable product and described in the proposal.

7. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

8. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

9. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

10. BONDS

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts equal to the bid award, and shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

11. PROPOSAL GUARANTEE

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

12. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

13. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:
Each person: \$ 500,000
Each occurrence: \$1,000,000

Property damage liability:
Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:
Each occurrence: \$2,000,000

- f. Notice - 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 city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

14. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents 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, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

16. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

HUD and CDBG payroll requirements apply to this project, as such certified payroll forms are required to be submitted for each week covered by the pay application period.

17. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

18. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

19. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

20. SUBCONTRACTS

The contractor's listed subcontractors shall be subject to approval by the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

21. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

22. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices and Michigan Building Code 2015* or as directed by the city. The contractor shall not close any road or street or sidewalk without the permission of the city. If any street or road or sidewalk is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

23. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

24. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

25. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for the employees. The city's water is available through tank fill at the DPW and by meter. The contractor shall make necessary inquiries and application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates. Meters have a limited availability and are on a first come first serve basis.

26. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

27. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

28. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

29. PERMITS AND INSPECTIONS:

The owner has applied for the building permit from the city of Owosso. The contractor is NOT required to pick up pay for same and is NOT required to pay all applicable inspection fees.

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SECTION 00 80 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL

1.01 Agreement Forms:

- A. The contract form of agreement between the Owner and Contractor shall be:
 - 1. AIA Standard Form of Agreement Between Owner and Contractor, as amended ... (AIA Document A101 - 2007 Edition).

1.02 Related Documents:

- A. Standard AIA Forms: The General Conditions of the Contract for the Construction of buildings "Standard Form of the American Institute of Architects" 2007 Edition, AIA Document A201, Articles 1 through 14 inclusive, are hereby made an integral part of this specification.
- B. Where any Article of the "AIA General Conditions" is supplemented hereby, the AIA Provisions of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- C. Where any such Article is amended, voided, or superseded the provisions of such Article not so specifically amended, voided, or superseded shall remain in effect.
- D. The AIA Document A201 may be reviewed at the office of the Design Professional and/or may be purchased/obtained from the American Institute of Architects, www.aia.org.
- E. The following Articles of the General Conditions are modified herein:
 - 1. Article 1 - General Provisions
 - 2. Article 3 - Contractor
 - 3. Article 7 - Changes in the Work
 - 4. Article 8 - Time
 - 5. Article 9 - Payments and Completion
 - 6. Article 10 - Protection of Persons and Property
 - 7. Article 11 - Insurance and Bonds
 - 8. Article 16 - Equal Opportunity

PART 2 CHANGES AND ALTERATIONS:

2.01 ARTICLE 1 - GENERAL PROVISIONS:

- A. 1.1 BASIC DEFINITIONS; add the following subparagraphs:
- B. 1.1.9 OR EQUAL: The words "or equal" or "approved equivalent" shall mean any material, system or article which, as finally determined by the Design Professional is equal in quality, durability, appearance, strength, and design to the material, system, or article specified and will perform adequately the functions imposed by the general design.
 - 1. The Proposer shall have the burden of proving, at his own cost and expense, to the satisfaction of the Design Professional, that the proposed product is equal to the specified product.
 - 2. Requests for approval of proposed equivalents will be received by the Design Professional on the "Substitution Request Form".
 - 3. Requests for approval of proposed equivalents will be considered by the Design Professional after bidding only in the following cases:
 - a. The specified products cannot be obtained because of discontinued product.
 - b. The proposed equivalent is superior, or is equal to the specified product and has advantages for the Owner in the opinion of the Design Professional.

- c. The proposed equivalent is guaranteed, in writing, by the Contractor for minimum of one year after final acceptance of the building or for a longer period of time equal to that required in the Contract Documents for originally specified product.
 - 4. Where the Design Professional, pursuant to the provisions of this section, approved a contractor proposed equivalent product and upon installation such product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit, or any other part of the work from that originally specified, detailed or indicated in the Contract Documents, the Contractor shall provide all additional materials and services required at his own expenditure with no additional cost added to original contract sum.
- C. 1.1.10 DESIGN PROFESSIONAL: The words "Design Professional" shall refer to H2A Architects Inc., including their employees and consultants.
- D. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS; add the following subparagraph
- 1. 1.2.4: The Drawings are intended to show design, general arrangement and extent of the work and are partly diagrammatic. They are not intended to be scaled or used for rough-in measurements, nor to be used as Shop Drawings. Inadvertent discrepancies or the omission of notes or details on any drawing but given on another drawing shall not be cause for additional charge or claim.

2.02 ARTICLE 3 - CONTRACTOR:

- A. 3.4 LABOR AND MATERIALS; add the following subparagraphs:
- 1. 3.4.4 Prior to the execution of the contract, the contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) in particular Schedule of Values and where applicable, the name of the installing subcontractor.
 - 2. 3.4.5 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
 - 3. 3.4.6 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Divisions 1). By making requests for substitutions based on Subparagraph 3.4.4.1 above, the Contractor:
 - a. .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - b. .2 Represents that the Contractor will provide the same warranty for the substitution that the contractor would for that specified.
 - c. .3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Design Professional's redesign costs, and waives all claims for additional costs related to the substitution subsequently become apparent.
 - d. .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
 - 4. 3.4.7 It is hereby understood and agreed that no products or materials containing asbestos including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, or any combination of these materials that have been chemically treated and/or altered, shall be installed or introduced into the building by

the Contractor, his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control.

- a. .1 The Contractor will be required to sign and submit the "Contractor Certification of Asbestos-Free Product Installation Form," included at the end of General Requirements, Division 1, that all products and materials installed or introduced into the building will be asbestos-free.
 - b. .2 The Contractor will also be required to furnish statements from the manufacturer verifying their products to be asbestos-free.
5. 3.4.8 The Contractor shall comply with Section 4, Act 251, Public Acts of 1955, State of Michigan, and agree that he and his Subcontractors will not discriminate against an employee or applicant for employment to be employed in the performance of the Work, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, sex, religion, age, national origin, color, marital status, handicap or political beliefs.
- B. 3.5 WARRANTY; add the following subparagraph:
1. 3.5.2 Each Contractor shall submit to the Design Professional, a written guarantee which shall be in accordance with Article 3, subparagraph 3.5.1 and Article 13, subparagraph 13.7.1.3 of the General Conditions, and all such additional guarantees, in writing, as are required by the specifications. All guarantees for material and workmanship shall be for a minimum one (1) year period, starting at the date of substantial completion, or for a longer period of time as specified in individual sections of specifications.

2.03 ARTICLE 7 - CHANGES IN THE WORK:

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES; make the following clarification to subparagraph 7.3.6:
1. In the first sentence of subparagraph 7.3.6, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.6.6 below."
- B. 7.3 CONSTRUCTION CHANGE DIRECTIVES; add the following subparagraph:
1. 7.3.7.6 In subparagraph 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - a. For the Contractor for any work performed by the Contractor's own forces, use 10% (percent) of the cost.
 - b. For the Contractor, for any work performed by the Contractor's Subcontractors, use 10% (percent) of the amount due the Subcontractor.
 - c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the format described in 'H2A Bulletin Pricing Format'. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

2.04 ARTICLE 8 - TIME:

- A. 8.1 DEFINITIONS; add the following subparagraphs:
1. 8.1.5 As between the Owner and the Contractor: as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

2. 8.1.6 It shall be understood and agreed that the time stated in the Proposal Form for the completion of the work under the Contract is reasonable, taking into consideration the average climatic conditions of the project site, conditions of the construction industry, and the labor availability in the locality.

2.05 ARTICLE 9 - PAYMENTS AND COMPLETION:

- A. 9.3 APPLICATIONS FOR PAYMENT; add the following subparagraphs:
 1. 9.3.4 The Contractor will be paid monthly progress payments up to ninety percent (90%) of the value of the Work completed less retainage of ten percent (10%) upon issuance of monthly certificates of payment by the Design Professional.
 2. 9.3.5 Applications submitted to the Design Professional and shall be reviewed within 21 days. Submit one original and two copies of application, AIA forms G702.
 3. 9.3.6 Applications for payment will be promptly forwarded to the Owner after review by the Design Professional and shall be paid by the Owner 30 days after the Owner receives the application from the Design Professional.
 4. 9.3.7 Application may be made for amount of material and equipment delivered and stored at site or in approved off site storage, less ten percent (10%) retainage. Submit proof of insurance coverage for items stored off site.
 5. 9.3.8 Amounts of changes in work, not in dispute, pending final determination of cost may be applied for, less ten percent (10%) retainage, as provided for in subparagraph 9.3.1.1 of the General Conditions.
 6. 9.3.9 Final payment to the Contractor will be made thirty (30) days after the Work is finally complete, all items on the Design Professional's "Punch List" have been resolved satisfactorily and the Work is accepted by the Design Professional and the Owner.
 7. 9.3.10 The Contractor shall also furnish with his application his Sworn Statement that all bills up to the amount requested have been paid. Every application shall be complete with Waivers of Lien (If required) from suppliers and subcontractors.
- B. 9.8 SUBSTANTIAL COMPLETION; In subparagraph 9.8.5, delete the second (2nd) sentence beginning with, "Upon such acceptance and consent of surety", in its entirety and add the following subparagraph:
 1. 9.8.6 Upon issuance of the Certificate of Substantial Completion, the ten percent (10%) retainage shall not be reduced nor released until all items contained in the Design Professional's "Punch List" have been satisfactorily resolved.

2.06 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY:

- A. 10.2 SAFETY OF PERSONS AND PROPERTY; add the following to subparagraphs 10.2.2:
 1. The Contractor shall comply with the General Safety Rules and Regulations for the Construction Industry as covered in the Construction Safety Act 89 of Public Acts of 1963, State of Michigan and all other applicable current State and Federal Safety Regulations now in force, or enforce at the time of performance of the work.

2.07 ARTICLE 11 - INSURANCE AND BOND: The following shall apply unless other insurances and limits have been established in the General Conditions.

- A. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following to the end of paragraph: In the event that liability insurance coverage is written on an occurrence basis, such coverage shall be continued at the Contractor's expense, with the additional insured endorsement also continuing, for a period of three (3) years after the date of final payment.
- B. 11.1 CONTRACTOR'S LIABILITY INSURANCE; add the following subparagraph:
 1. 11.1.5 The Contractor shall maintain the following limits of insurances which will protect the Contractor from liability under Workers' Compensation Acts and other Employee Benefits acts in accordance with the law in force where the building or structure is to be

built and from liability for damages because of personal injury including death and property damage, including accident claims due to motor vehicles, off road vehicles, all under Commercial General and Automobile Bodily injury and Property Damage form of policies, which may arise both out of and during work under this Contract, whether such work be by the Contractors themselves or by a Subcontractor or anyone directly employed by either of them as covered in Article 11 of General Conditions.

2. Workers' Compensation as required by the State of Michigan and Employer's Liability with minimum limits of:
 - a. \$1,000,000 each accident
 - b. \$1,000,000 Disease policy limit
 - c. \$1,000,000 Disease each employee
 3. Commercial General Liability with minimum limits of:
 - a. \$2,000,000 General Aggregate.
 - b. \$2,000,000 Products / Completed Operations.
 - c. \$1,000,000 Personal and Advertising Liability.
 - d. \$1,000,000 each occurrence.
 - e. This insurance shall include coverage for damage to utilities and explosion hazards, collapse, and excavating hazards and undermining hazards (XCU).
 4. The State of Michigan has a no-fault automobile insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the Law.
 5. Automobile Personal Injury and Property Damage Liability with a combined single limit of:
 - a. \$500,000 each person.
 - b. \$1,000,000 each occurrence.
 - c. To include coverage of all off road vehicles.
 6. Excess Liability with minimum limits of \$2,000,000, providing excess over all of the above liability coverages.
 7. The Owner and Design Professional shall be named as an additional insured on all of the above policies, except Workers' Compensation.
 8. All certificates must have the cancellation clause amended to read as follows:
 - a. "Should any of the above policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders."
 9. All insurance shall be carried with companies authorized to do business in the State of Michigan.
- C. 11.2 BUILDER'S RISK LIABILITY INSURANCE; add the following subparagraphs:
1. 11.2.2 The Owner shall provide Builder's Risk Insurance for the Work on a 100% completed value basis.
- D. 11.3 PROPERTY INSURANCE; add the following subparagraphs:
1. 11.3.1.7 Certificates of Insurance shall be provided to the Owner and Design Professional.
 2. 11.3.1.8 The Contractor and his subcontractors shall, at their option, separately insure all their respective equipment such as tools, equipment scaffolding towers, staging and other temporary buildings owned, borrowed, or rented, and all materials which do not become a part of the construction.

2.08 11.4 PERFORMANCE BOND AND PAYMENT BOND; add the following subparagraph:

- A. 11.4.3 The Contractor will be required to furnish at his expense, prior to the execution of the Contract, bonds in the amount of 100% of the Total Contract Price for the faithful performance of the Contract and for the payment of all labor and material obligations arising thereunder in accordance with Article 7.5 of the General Conditions. Bonds containing a Statute of Limitations or time limitation will NOT be acceptable. All bonds shall be underwritten by companies authorized to do business in the State of Michigan.

2.09 ARTICLE 16 - EQUAL OPPORTUNITY:

- A. The Contractor shall maintain policies of employment as noted in the following subparagraphs and in the Elliott-Larsen Civil Rights Act No. 453; Public Acts of 1976 as amended:
1. 16.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
 2. 16.2 Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 3. 16.3 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, marital status, handicap or political beliefs.
- B. The Contractor shall comply with regulations pursuant to Copeland Anti-Kickback Act (Title 40 U.S.C. Section 276c).

END OF SECTION



AIA[®]

Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
|------|-------|

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Sample

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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A COPY OF THE
AIA A201 GENERAL CONDITIONS OF THE CONTRACT
IS ON FILE FOR VIEWING AT THE CITY OF OWOSSO

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**SECTION 01 10 00
GENERAL REQUIREMENTS**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: City of Owosso 2018 Façade Project CDBG Program-114 W. Main Street RE-BID
- B. Owner's Name: City of Owosso
- C. Design Professional's Name: H2A Architects, Inc.
- D. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- E. Substantial Completion for Work of this Contract shall be achieved in accordance with 1.09 of this Section.

1.02 WORK BY OTHERS

- A. None.

1.03 CONTRACTORS USE OF PREMISES

- A. Limit use of premises for work and storage to allow:
 - 1. Owner occupancy.
 - 2. Work by Others, including Owner.
- B. The Owner will occupy the site during the entire period of construction. The Owner, the Business Owners and their clients, and the public will have access to the building throughout construction. The Contractor shall minimize disruptions to the operations of the businesses and as such shall limit the time of active construction as follows:
 - 1. 114 W. Main Street: Limit work on-site to 90 days.
- C. Welfare of the building occupants and public is to be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives. Provide pedestrian protection.
- D. The nature of this project is such that close coordination will be required of the Contractor with the Owner and Others having an interest in the project to assure that work on the site, access to and from the site, and the general conduct of operations is maintained in a safe and efficient manner.
- E. Contractor shall arrange with Owner to sequence new construction and to make connections to utilities at such times that shall not interrupt utility services or cause unsatisfactory operations at other buildings or site locations adjacent to the Project.
- F. These building sites shall be designated as "DRUG FREE ZONES", this includes the possession and use of tobacco products, BOTH SMOKED AND SMOKELESS. Contractor, subcontractors, and all workmen shall comply with this requirement while on site.
- G. Contractor shall assume full responsibility for protection and safekeeping of all products, materials, equipment, etc., under this Contract.
- H. Contractor and sub-contractors shall refrain from the use of foul inappropriate language on the job-sites.

1.04 PARKING

- A. A limited number of parking spaces will be made available at the site designated by the City's Representative. The Contractor shall be responsible for ensuring all personnel engaged in the project comply with the City's requirements.

1.05 CONTRACTOR'S SUPERINTENDENT

- A. The Contractor shall provide the services of a competent superintendent from the beginning of the Work to the date of final completion of the Contract.
- B. The superintendent shall be at all times in charge of the Work, shall be provided with such assistance as is necessary to properly carry on the individual branches of the Work and shall at all times maintain competent supervision of the contractor's own Work and that of its subcontractors to insure compliance with the Contract requirements.
- C. The Contractor shall provide a staff adequate to coordinate and expedite the Work properly.
- D. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs connected with the Work.

1.06 ACCIDENT PREVENTION AND PROCEDURES

- A. Promptly report in writing to the City's Representative and the Architect all accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the Work whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the city's Representative and Architect.
- B. If any claim is made by anyone against the Contractor or any subcontractor or account of any accident, promptly report the facts in writing to the city's Representative and the Architects given full detail of the claim.

1.07 PROJECT SAFETY

- A. Contractor shall assume full responsibility for complying with and enforcing all rules and regulations of all federal, state and municipal authorities having jurisdiction, as outlined in the General conditions, including those of any Occupational Safety and Health Act.
- B. The requirements outlined hereinafter are to be considered as minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. Any items damaged due to failure to comply with these requirements shall be corrected by the Contractor or replaced to the satisfaction of the city's Representative without cost to the City.
- D. The Contractor shall assume full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
- E. The Contractor shall provide barricades, night lanterns, guard rails and other safety measures at points of danger in accordance with the requirements of federal, state and municipal regulations.

1.08 SAFETY AND PROTECTION

- A. Provide site safety program and protection of the facilities, and the general public. Federal and local laws and ordinances regulating health and safety measures shall be strictly observed. All demolition and site clearance is subject to provisions of applicable local ordinances and regulations.

1.09 COMPLETION TIME AND LIQUIDATED DAMAGES

- A. All work shall be Substantially Complete and ready for Business Owner's full occupancy on or before July 15, 2019.
- B. Under the Contract a sum of five hundred (\$1,000.00) dollars will be deducted from the Contract Amount for each and every calendar day that the projects is delayed July 15, 2019 unless the Contract is extended by Change Order. This amount represents the liquidated damages that will be suffered by the City, Property Owner's, and Business Owners.

1.10 USE OF SYSTEM

- A. The placing of work or any part of work into use, even with the City's consent, shall not be construed as acceptance of the work by the City, nor shall it be construed to obligate the City in any way to accept improper work or defective materials.

1.11 COMPLIANCE WITH CODES AND REGULATIONS

- A. The entire work shall be carried out in full compliance with all applicable laws, codes, rules and regulations of all federal, state and municipal governments and authorities having jurisdiction. It shall be the duty of the contractor to fully understand all such requirements and to ensure that such are fully and faithfully carried out. All permits and associated fees shall be the responsibility of the Contractor to apply for and pay for.

1.12 CORRELATION AND INTENT OF CONSTRUCTION DOCUMENTS

- A. Anything noted in the Specifications and not shown on the Drawings, or shown on the Drawings and not noted in the Specifications, is of like effect - as if shown or noted in both.
- B. In case of inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Design Professional interpretation.
- C. On any drawings in which a portion of the Work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will also apply to all other like portions of the Work.
- D. When the word "similar" appears on the drawings, it has a general meaning and is not to be interpreted as meaning identical, and all details shall be worked out in relation to their location and connection to the Work.
- E. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written request to the Design Professional for clarification or interpretation. Any adjustment made by the Contractor without such a determination, will be at the Contractor's own risk and expense.

1.13 DEFINITIONS

- A. This paragraph supplements the definitions contained in the General Conditions.
- B. Owner: Including the City of Owosso or individual Owners of the buildings receiving new work under this contract.
- C. Furnish: To supply, deliver, unload, and inspect for damage.
- D. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- E. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

- F. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- G. Provide: To furnish and install.
- H. Supply: Same as Furnish.

1.14 STANDARD SPECIFICATIONS

- A. Code Listing: Any reference to standards of any society, institute, association, or governmental agency, which is part of the Building code in effect for this project, shall comply with the edition date published in the reference edition of the Building Code.
- B. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the Building code for this project shall be the edition in effect at the item of the due date of the proposal, except as otherwise specifically stated in the Project Manual.

1.15 REQUESTS FOR INFORMATION (RFI's):

- A. In case of any discrepancy in figures, Drawings or Specifications, the Contractor shall submit a written Request for Information to the Design Professional for clarification or interpretation.
- B. The Contractor is responsible for performing a thorough examination of the Documents prior to submitting an RFI to verify that the resolution cannot be achieved via the Base Bid Documents (Drawings and Specifications).
- C. The General Contractor is responsible for answering Requests for Information (RFI's) submitted by sub-contractors. If subject of request is not covered on the Drawings or in the Specifications, Contractor shall forward RFI to Design Professional. Contractor is solely responsible for questions regarding coordination. RFI's received directly from sub-contractors will not be answered.
- D. All RFI's shall be submitted on the form included in Section 01 10 06.
- E. The form can be photocopied or scanned for use during this Project by the Contractor and all information must be typewritten or printed legibly.
- F. RFI's are to be numbered sequentially by the Contractor prior to submission to the Design Professional's office.
- G. The Design Professional will record the time spent researching the question and if the answer is found within the Documents, a Credit Change Order will be processed for that amount to recoup the costs accumulated by H2A Architects, Inc. to review the RFI from the Contractor.

1.16 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or automated printout will be considered upon request.
- B. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement.
- C. Schedule shall list the installed value of all components of the Work in detail to serve as a basis for computing values for progress payments. Material and labor costs shall be individually and separately itemized for each scope of work.

1.17 APPLICATIONS FOR PAYMENTS

- A. Submit three copies of each application as follows:
 - 1. One on an original AIA Form G702, signed and notarized.
 - 2. Two legible copies of original, signed and notarized.
- B. Submit the following with each application:

1. Contractor's Sworn Statement.
 2. Contractor's Declaration
 3. Partial Conditional Waiver(s) beginning with the 2nd Request for Payment
 4. Contractors Affidavit
 5. Any additional documents required by the Owner or the Owner's funding agency.
- C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- D. List each authorized Change Order, as an extension on continuation sheet, listing Change Order number and dollar amount as for as original item of Work.

1.18 CHANGE PROCEDURES

- A. In accordance with Article 7 - Changes in the Work; AIA Document A201, 2007 Edition and Section 00 80 00 - Supplementary General Conditions AIA A201

1.19 CONFERENCES

- A. Design Professional will schedule a preconstruction conference after Notice of Intent/Award for all affected parties.
- B. When deemed necessary by Owner, Design Professional or Contractor, convene a pre-installation conference at project site prior to commencing Work of individual specification Section.
- C. HUD/CDBG payroll requirements apply to this project, as such certified payroll recording and wage rate interviews will be required.

1.20 PROGRESS MEETINGS

- A. The Contractor shall have the sole responsibility to schedule and administer meetings throughout progress of the Work at minimum two (2) week intervals or as appropriate to the work being undertaken.
- B. Preside at meetings, record minutes, and distribute copies within two days to participants and those affected by decisions made.
- C. Attendance of meetings shall be required of the following:
 1. Contractor and job superintendent.
 2. Subcontractors and suppliers as appropriate to agenda.
 3. Owner, Design Professional and professional consultants may attend as appropriate.
- D. All meetings shall start promptly at the arranged time. Design Professional will record any additional time, including travel time and mileage, required by late start of, or missed meetings scheduled by Contractor, sub-contractor or Design Professional, and notify Contractor of charges. Owner shall deduct any such expenses of Design Professional from Contractor's monthly or periodic pay requests.

COORDINATION AND QUALITY CONTROLS

2.01 COORDINATION

- A. The Contractor shall coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Review shop drawings, product data, and samples for compliance with Contract Documents and for coordination with related work.
- C. Conduct and participate in meetings among Contractors, Subcontractors, Vendors, Suppliers, and Fabricators and others concerned, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.

- D. Check field dimensions and clearances and relationship to available space and anchorage.
- E. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings for efficient use of available space, for proper sequence of installation and to resolve conflicts. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- G. In finished areas, conceal pipes, ducts, and wiring within the construction.
- H. Coordinate requirements for all blocking, backing and grounds necessary for the proper installation of Work of the various Sections of specifications.
- I. Provide all access panels required by Work of the various Sections of specifications, whether specifically shown on the Drawings or not.

2.02 CONTRACTOR'S MEASUREMENTS

- A. Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall perform field measurements to verify all dimensions, which may affect the work. Test cores and/or sampling shall be restored to match the original conditions.
- B. The contractor shall also verify in-place materials to ensure new materials are adequate to meet Project requirements. Any discrepancies shall be brought to the attention of the Design Professional for clarification before bids are submitted.
- C. The Contractor assumes full responsibility for the accuracy of the field measurement figures, and for installation of appropriate materials. No allowance or additional compensation will be considered for discrepancies between dimensions on the Drawings and actual field dimensions, or due to the contractor's failure to verify in-place materials.

2.03 LAYING OUT THE WORK

- A. The Contractor shall lay out all work in accordance with existing ordinances, clearances and conditions and establish all equipment locations.

2.04 CUTTING AND PATCHING

- A. The Contractor shall employ a skilled and experienced installer to perform cutting and patching Work; restore Work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements not indicated on Drawings.
- C. Use construction industry recognized and acceptable cutting methods to avoid damage to other work or finishes to remain and which will provide proper surfaces for patching and finishing.
- D. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- E. Refinish surfaces to match adjacent finishes.
- F. The Contractor shall do all cutting, fitting or patching that may be required to make several parts of the Work come together properly.
- G. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
- H. The Contractor shall not endanger any work by cutting or otherwise, and shall not cut or alter the Work of another contractor, except with the written consent of the City.

2.05 ALTERATION PROCEDURES

- A. The Contractor shall prepare surfaces by removing existing surface finishes, unsuitable or damage material to provide for proper installation of new work and new finishes.
- B. Where new work abuts or aligns with existing, make a smooth and even transition. Patch work shall match existing adjacent work in texture and appearance.
- C. When finish surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at natural line of division.
- D. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- E. Repair substrate prior to patching finish.
- F. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersection.

2.06 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. The Contractor shall monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

2.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, and to make appropriate recommendations.
- B. Representative shall submit written report to Design Professional listing observations and recommendations.

2.08 CONTINUITY OF SERVICES

- A. Continuity of fire department service shall be maintained throughout the construction period. Where it is necessary to disrupt any electrical service, water or waste system etc., it shall be coordinated with the City for convenient disruption of service and done in accordance with all applicable codes and the requirements of the service provider.

2.09 GLASS PROTECTION

- A. The Contractor will be held responsible for all breakage or other damage to glass up to the time the Work is completed.

2.10 FIRE PREVENTION

- A. The Contractor shall take all precautions to eliminate possible fire hazards at the site, including but not limited to enforcing the following requirements:
 - 1. All combustible debris shall be removed from the building and storage areas on a daily basis including empty paint, adhesive and primer containers, oily rags, bitumen mops, etc.
 - 2. No bitumen heating kettles shall be allowed in the building, or within 50 feet of the building exterior walls except upon special arrangement with the City's Representative and with written authorization from the City's Representative designating the exact location.

3. All tarpaulin or other covers for stored materials, openings in walls, etc. shall be flameproof.
4. Paints, thinners, adhesives, primers or other highly flammable materials shall be stored only in well-ventilated areas at ground level, unless otherwise approved by the City's Representative, and all mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with safe practice and the requirements of authorities having jurisdiction, and in no case shall empty containers, or oily or paint soaked rags be left in the building at the end of a shift.
5. No open fires on the site.
6. Insofar as possible, avoid storage of large quantities of flammable materials at the site.
7. Gasoline may not be stored in any building at any stage of construction.

SUBMITTALS

3.01 SUBMITTAL PROCEDURES (Shop Drawings, Product Data and Samples)

- A. It is the Contractors responsibility to submit products for review as designated in the Submittal Summary and/or the Specification Divisions.
- B. Submittal format to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- F. Distribute copies of reviewed shop drawings to subcontractors, suppliers and other concerned entities.
- G. Furnish all submittals indicated in individual specification Sections and as summarized in Section 01 33 01 - Submittal Summary. The Summary is not to be considered all-inclusive and the Contractor shall thoroughly review all Sections to ensure that all Submittal Requirements are fulfilled.
- H. Design Professional will review up to two (2) submissions, original and one (1) resubmission of all submittals made by Contractor. Thereafter, additional reviews will be at Contractor's expense. Design Professional will record time required reviewing and approving submissions in excess of original and one resubmission, and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's monthly or periodic pay requests.
- I. Electronic submittals may be provided, except for COLOR charts. Color charts must be original materials.
- J. If the Contractor does not submit a product for review, compliance will be the sole responsibility of the contractor. Products found not to be in compliance will be removed and replaced by the Contractor with products meeting the requirements at the Contractors expense.

3.02 CERTIFICATE OF COMPLIANCE

- A. Certain specification Sections contain an option that permits the use of the Certificate of Compliance located in Section 01 33 02 in lieu of the procedures described in paragraph 3.01 above.

- B. The form may be photocopied for multiple submissions.
- C. One (1) Certificate of Compliance must be submitted each Section and all data shall be included for each item specified within that Section.
- D. The Design Professional will review the Certificate(s) and return a photocopy with comments.

3.03 CONTRACTOR'S REVIEW

- A. Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- B. By approving and submitting Shop Drawings, Product Data and Samples, Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated information contained within such submittals with requirements of the Work and Contract Documents.
- C. Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data or Samples unless the Contractor has specially informed the Design Professional in writing of such deviation at the time of submission and the Design Professional has given written approval to the specified deviation. Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Design Professional's approval thereof.
- D. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by Design Professional on previous submittals.

3.04 SHOP DRAWINGS

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit four (4) sets of Shop Drawings. Two (2) copies will be retained by Design Professional, remaining copies will be returned to Contractor. Any reproducible Shop Drawings will be noted and returned but should be inclusive of the four (4) total sets.
- C. Direct copies of Contract Drawings shall not be used for Shop Drawings.
- D. Shop Drawings submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.
- E. Any Shop Drawings in excess of the four (4) sets will be discarded.

3.05 PRODUCT DATA

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit four (4) copies of Product Data. Two (2) copies will be retained by Design Professional and two (2) copies will be returned to Contractor.
- C. Mark each copy to identify applicable products, models, options, performance characteristics, and other data. Note applicable standards, such as ASTM or Federal Specifications. Supplement manufacturers' standard data to provide information unique to this project.
- D. Contractor shall submit material safety data sheets (MSDA) on all products requiring these sheets.
- E. Product Data submitted without being REVIEWED, stamped and signed by the Contractor will NOT be reviewed.
- F. Any Submittals in excess of the four (4) sets will be discarded.

3.06 SAMPLES

- A. Submit in accordance with paragraph 3.01 Submittal Procedures.
- B. Submit samples to illustrate functional and aesthetic characteristics of the Product.
- C. Submit physical samples of finishes applied to the actual material which will be provided from the full range of manufacturers' standard colors, textures, and patterns for Design Professional selection.
- D. Submit a total quantity of two (2) samples for an individual product.
- E. Contractor shall store one set of samples on site for comparison to field work.
- F. Samples shall become the property of H2A Architects and will not be returned to the Contractor, vendor or supplier.
- G. Photocopies, electronic copies, and/or photographs of the manufacturer's sample materials will not be reviewed nor returned.

3.07 MANUFACTURERS' CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Design Professional for review, in quantities specified for Product Data
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

3.08 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within ten (10) days after date established in Notice to Proceed for Design Professional review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

TESTING

4.01 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Owner will employ and pay for services of an independent firm to perform special inspection and testing. The Contractor shall coordinate with the independent firm.
- B. The independent firm will perform inspections, tests, and other services as required by individual specification sections.
- C. Cooperate with independent firm; furnish samples as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.
- E. One copy of the test report will be kept at the job site.
- F. The testing laboratory is not authorized to release, revoke, alter or enlarge on requirements of Contract Documents, approve or accept any portion of the Work, or stop Work.

4.02 UTILITIES

- A. Prior to any field work, as part of the pre-construction meeting, the Contractor, the Sub-Contractors and the Owner's Representative shall identify any known locations utilities within the work area.
- B. Existing utility system and service lines shall remain, if damaged, they shall be repaired at the Contractor's expense.

TEMPORARY CONTROLS

5.01 TEMPORARY ELECTRICITY

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service. Owner shall pay for power consumed.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

5.02 TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

5.03 TEMPORARY WATER SERVICE

- A. Contractor shall provide their own water for construction operations and drinking. Do not assume that these buildings have accessible hose bibs for use during construction.

5.04 TEMPORARY SANITARY FACILITIES

- A. Contractor to provide portable restrooms for use by contractor and sub-contractors.

5.05 BARRIERS AND FENCING

- A. Provide as required to prevent unauthorized entry to construction areas unauthorized entry to businesses after hours.

5.06 WATER CONTROL

- A. Do not discharge chemical laden water into municipal sewers without municipal approval.
- B. Dumping of debris laden water (containing sand, mortar, joint compounds, etc.) into drains is discouraged and resulting blockages and damage becomes the responsibility of the Contractors. Contractor shall clean all drains and drainage lines, and shall verify that all lines are fully functional at completion of project.

5.07 EXTERIOR ENCLOSURES

- A. Provide temporary (insulated when necessary) weather-tight closures of exterior openings to permit acceptable working conditions and protection of the Work as well as security of the premises.

5.08 PROTECTION OF WORK AND EXISTING PROPERTY

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Protect installed Work and existing property during performance of the Work.
- C. Maintain the building in a watertight condition during performance of the Work.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at wall projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.
- G. Protect smoke detectors from airborne dust and debris.
 - 1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
 - 2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.

3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
 4. Notify the Owner and the Authority Having Jurisdiction and have procedures approved.
- H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.
- I. Prohibit traffic or storage upon waterproofed or roofed surfaces, and on lawn and landscaped areas.

5.09 JOB CONDITIONS

- A. The Contractor shall coordinate with the City's Representative for street and sidewalk closures to minimize any inconvenience to the City, businesses and pedestrians. These buildings will be occupied and in use during this work. If necessary, the Contractor shall phase the work on-site so access is always available. The Contractor will provide and install all necessary temporary pedestrian protection and signage required.
- B. Confine equipment, storage of materials, debris, and the operations and movement of workmen within limits of construction.
- C. Existing components and finishes damaged during this work shall be restored to original condition or shall be replaced with new materials matching existing.
- D. Proceed with the work only when weather conditions will permit unrestricted use of materials and installation methods for the work being done. During periods of cold weather work, all mastics, primers and sealants must be stored warm, and must remain warm until immediately prior to usage.
- E. Barricade areas where necessary for safety of pedestrians and as required by the City and post with warning signs. Operate warning lights, if required by the City.

5.10 SECURITY

- A. Secure as required to protect Work, materials, equipment, tools, etc., and existing facilities from unauthorized entry, vandalism, or theft.

5.11 FIELD OFFICES AND SHEDS

- A. Field offices shall not be required.

5.12 CONSTRUCTION CLEANING

- A. The Contractor shall maintain areas under Contractors' control free of waste materials, debris, and rubbish. Maintain site in clean and orderly conditions.
- B. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.
- C. The Contractor shall at all times keep the City's premises and the adjoining premises, driveways and streets clean of rubbish caused by the contractor's operations and at the completion of the work shall remove all the rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the City may cause such cleaning to be done by others and charge the cost of same to the contractor.
- D. The Contractor shall clean up all rubbish from employee's lunches and breaks, including food wrappers, drink containers, bags, cups and other debris, immediately at the end of the lunch period or break. At no time shall such debris be left strewn about the site.
- E. The contractor will be responsible for all damage from fire, which originates in, or is propagate by, accumulations of rubbish or debris resulting from the Work.

- F. All rubbish and debris shall be disposed of off the City's property in an approved landfill site appropriate for the materials being disposed. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.
- G. In addition to all the above requirements, upon completion of the Work or of an individual section of the work, the Contractor shall arrange for the proper and complete performance of the following:
 - 1. Removal of paint, adhesive, primer or bitumen spillage or overspray, smeared caulking or sealing compounds and similar defects, from all finish surfaces including mechanical and electrical devices and equipment.
 - 2. Removal and replacement of caulking or sealant beads not properly adhering to substrate.
 - 3. Removal of temporary coverings in applied floor finish areas and final, thorough broom or vacuum cleaning of all finished floors. If final broom cleaning does not, in the opinion of the City's representative, provide a floor surface which is suitable for moving in the City's equipment, scrub and polish or otherwise refinish areas as directed until acceptable to the City's Representative.
 - 4. Restoration of previously finished surface damaged due to failure or removal of protection measures.
 - 5. Clean by washing soiled concrete walks where exposed.
- H. The Contractor's employees shall at no time wear boots or clothes with wet or loose spoils/materials in the building except as required in the case of an emergency, Contractor shall clean all stains resulting from boots or clothing from the interior and exterior of the building.
- I. All employees working at the job site during cleaning or other construction related activities will be required to wear appropriate clothing at all times and no music will be allowed to be played that is in disturbance of others.

MATERIAL AND EQUIPMENT

6.01 PRODUCTS

- A. No materials or products containing asbestos in manufacturer or application may be used. All products must be asbestos free.
- B. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for re-use.
- C. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- D. Use interchangeable components of the same manufacture for similar components.

6.02 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.
- B. Transport products by methods required to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

6.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming Only One Manufacturer with no provisions for substitutions: No options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with no provisions for substitutions: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- D. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named on Substitution Request Form included in Section 01 10 01.

6.04 SUBSTITUTIONS

- A. Submit substitutions during the bidding period no less than (7) days prior to the bid date.
- B. After Award of Contract substitutions will only be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Requests or data that refer to a website for the required information or contain website links only, WILL NOT BE CONSIDERED.
- D. When substitution is not accepted, provide specified product. Limit each request to one proposed substitution.
- E. Should a substitution be approved and then prove to be defective or otherwise unsatisfactory for its intended service, the Contractor shall, replace same with the material originally specified without cost to Owner or obligation on the part of the Design Professional. (i.e., all substitutions must carry a warranty guaranteeing they are equal to specified items.)

6.05 SPARE PARTS AND MAINTENANCE MANUALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities available of left-over products.
- B. Deliver to and place in location as directed; obtain receipt prior to final payment as directed by the Owner.

CONTRACT CLOSEOUT

7.01 CONTRACTOR CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for the Design Professional's final inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and amount remaining due.
- C. Submit with final Application for Payment a minimum of two copies of each of the following:
 - 1. Certificate of Inspection from Governing Authorities.
 - 2. Consent of Surety to Final Payment.
 - 3. Warranties and Guarantees.
 - 4. Operation and Maintenance Data.
 - a. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
 - 5. Affidavits that the following Interior Finish Materials meet specified fire rating classification:
 - 6. Contractor Certification of Asbestos-Free Product Installation Form.

- 7. Contractor Notification Form.
 - 8. Any other documents required by the Authority Having Jurisdiction, the Owner, or the Owners funding source.
- D. Advise Owner of pending insurance change over requirements.
 - E. The Contractor shall create a "Completion List" for the Project itemized in the order of the room names and numbers assigned in the "Room Finish Schedule". This list should include all deficiencies and omissions for each room with a brief description of each item, sequentially numbered. This list shall be distributed to all contractors for their review and resolution and a copy is to be submitted to H2A Architects, Inc. when all items have been resolved satisfactorily and the Contractor is ready for the Design Professional's inspection of the work.
 - F. When the Design Professional completes the "Punch List Review", a Certificate of Substantial Completion - AIA G704 will be published which will include a copy of the "Punch List Review". The Contractor and/or Subcontractor will be allowed a maximum of ninety (90) calendar days from the Date of Substantial Completion to satisfactorily resolve all items contained in the "Punch List Review" or negotiate with the Design Professional to arrive at a mutually accepted reduced quantity of items. On the ninety-first (91st) day following the Date of Substantial Completion, the sum of one hundred (\$100.00) dollars will be deducted from the Contract Sum for each calendar day that the Punch List remains unresolved unless the Contract is extended by Change Order. This amount represents liquidated damages that will be suffered by the Owner.
 - G. Design Professional will make up to two (2) inspections of final Work. Thereafter, additional re-inspections will be at Contractor's and/or Subcontractor's expense. Design Professional will record time, including travel time and mileage, required in making re-inspections and notify Contractor of charges. Owner will deduct any such expenses of Design Professional from Contractor's and/or Subcontractor's final pay request.

7.02 OPERATION AND MAINTENANCE DATA

- A. Submit two (2) sets prior to final payment, bound with durable plastic hardback covers and suitable index.
- B. Prepare cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system.
- E. Project documents, certificates and test data.
 - 1. Warranties and Guarantees.

7.03 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of Contract Documents to be utilized for record documents; including all Drawings, Specifications, Addenda, Change Orders and other Modifications, approved Shop Drawings, Product Data, and Samples.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product Section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit set of record documents to Design Professional with final Application for Payment.

- F. Maintain on site, manufacturer's certifications, inspection certifications, field test reports, and other documents required by individual specification sections.

CLEANING AND ADJUSTING

8.01 FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Provide all necessary general "house cleaning" to provide a ready to move into facility without additional cleaning being required by the Owner.
- B. Clean debris from site, roofs, gutters, downspouts, and drainage systems. Sweep paved areas clean. Rake landscaped areas clean.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. If Contractor fails to clean up at completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

WARRANTIES

9.01 WARRANTIES

- A. Provide duplicate copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. Warranty Requirements:
 - 1. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of the warranty on Work that incorporates produces, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
 - 2. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure to that must be removed and replaced to provide access for correction of warranted work.
 - 3. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. Reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
 - 4. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost to replacing or rebuilding defective work regardless of whether Owner has benefitted from use of work through a portion of its anticipated useful service life.
 - 5. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- E. Furnish all warranties indicated in individual specification Sections as well as a One (1) Year General Contractor's and a One (1) Year Subcontractor's labor and material Warranty for work performed within this Project. These Warranties shall be submitted on the company's letterhead stationery, signed by a corporate officer or owner of the firm and notarized.

END OF SECTION

SECTION 01 10 01

SUBSTITUTION FORM

- A. Project: Name: City of Owosso
2018 Façade Projects
CDBG Program
114 W. Main Street RE-BID
- B. Contractor/Vendor: Name: _____
Address: _____
Phone _____ fax: _____
Contact Person: _____
Email: _____
- C. Product : Specification Section: _____ Specified Product: _____

Attach complete information on Product. Do Not Provide website reference only or this substitution will not be considered? The website reference may be provided as additional reference.

Does the substitution affect the drawings or other specifications in any way? If so, explain:

Will the substitution affect the construction schedule in any way? If so, explain:

Reason for the substitution:

List any and all variations between the proposed substitution and the specified product:

The Contractor/Vendor shall be responsible for all costs added to the project as a result of the substitution, including any re-design costs, engineering and detailing costs caused by the requested substitution.

CERTIFICATION:

Certification of Equivalency including but not limited to function, appearance, quality, and size. I the undersigned, hereby certify to the Equivalency of this product:

Name: _____ Title: _____

Signature: _____ Date: _____

ACCEPTANCE:

For use by Design Professional.

_____ Accepted

_____ Not Accepted

_____ Accepted as Noted

_____ Received Too Late

Remarks: _____

By: _____ Date: _____

END OF SECTION

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SECTION 01 10 02

CONTRACTOR CERTIFICATION OF ASBESTOS-FREE PRODUCT INSTALLATION FORM

PROJECT: City of Owosso 2018 Façade Projects CDBG Program-114 W. Main St. RE-BID # 16-100

BUILDING NAME:

STREET ADDRESS: 114 W. Main Street

CITY, STATE, ZIP: Owosso, MI 48867

GENERAL CONTRACTOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

WORK SCOPE: _____

RELATED SPECIFICATION SECTION (S): _____

SUMMARY OF PRODUCTS/MATERIALS INSTALLED: _____

_____, REPRESENTING _____
(PRINT OR TYPE NAME) (COMPANY NAME)

HEREBY ATTEST THAT ANY AND ALL PRODUCTS/MATERIALS THAT THIS COMPANY HAS INTRODUCED INTO THE ABOVE-MENTIONED PROJECT AND BUILDING(S), ARE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND ARE ASBESTOS-FREE (OR LESS THAN ONE PERCENT ASBESTOS).

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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SECTION 01 10 03

CONTRACTOR NOTIFICATION FORM

PROJECT: City of Owosso 2018 Façade Project CDBG Program – 114 W. Main St. RE-BID
BUILDING NAME:
STREET ADDRESS: 114 W. Main Street
CITY, STATE, ZIP: Owosso MI 48867

GENERAL CONTRACTOR: _____

AS REQUIRED BY THE EPA AHERA STANDARD, THE OWNER IS RESPONSIBLE FOR PROVIDING CONTRACTORS WITH INFORMATION REGARDING LOCATIONS OF KNOWN OR ASSUMED ASBESTOS CONTAINING MATERIALS PRIOR TO ENTERING THE BUILDING.

Contractor shall complete and return this form to the Owners Asbestos Administrator.

I, _____, representing and having authority for
(Contractor's Representative/Name)

_____, hereby indicate and agree that _____,
(Company Name) (Building Owner or Owner's Representative, Name & Title)

has provided me information regarding the location of the inspection management plan for the building.

These plans will provide me with specific information, location, and materials that are encountered during the course of activity involving the building (s) in question. I expressly agree that neither I nor any of my employees, agents, subcontractors, or individuals or entities over whom I have any responsibility or control, will disturb asbestos containing materials as listed in the management plan for the building (s) in question. I further understand and agree that should I, my employees, agents, subcontractors, or other individuals or entities over whom I have control, encounter any material suspected of containing asbestos, said materials shall not be disturbed with first notifying the office of the school district's asbestos administrator, and receiving approval that such materials may be disturbed.

SIGNATURE

COMPANY

TITLE

ADDRESS

DATE

CITY, STATE, ZIP

END OF SECTION

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SECTION 01 10 04

H2A ARCHITECTS ELECTRONIC FILE TRANSFER POLICY

H2A ARCHITECTS WILL PROVIDE ELECTRONIC FILES FOR THE PURPOSE OF PREPARING SHOP DRAWINGS, SUBJECT TO THE FOLLOWING:

TERMS AND CONDITIONS

- A. H2A's electronic files are compatible with AutoCAD Release 2012.
 - 1. H2A makes no representation as to the compatibility of these files with your hardware or software beyond their release specifications.
 - 2. Layer names are based on the AIA CAD Layer Guidelines.
- B. Data contained on these electronic files is part of H2A's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse will be at the sole risk and without liability or legal exposure to H2A. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against H2A, which may arise out of or in connection with your use of the electronic files.
- C. Furthermore you shall, by the fullest extent permitted by the law, indemnify and hold harmless H2A from all claims, damages, losses and expenses, including any attorneys' fees arising out of or resulting from your use of these electronic files.
- D. These electronic files are not contract documents and H2A makes no representation regarding the accuracy or completeness of the electronic documents you receive. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate your work with that of other contractors for the project.
 - 1. Titles, dates, dimensions, notes, and other data may be deleted from these files.
 - 2. Significant differences may exist between the electronic files and corresponding hard copy contract documents due to addenda, change orders, or other revisions.
 - 3. In the event a conflict arises between the signed documents prepared by H2A and the electronic files, the signed contract documents shall govern.
- E. Because of the potential that the information presented on the electronic files can be modified,unintentionally or otherwise, H2A reserves the right to remove all indication of its ownership and/or involvement for each electronic display.
- F. A single electronic copy will be provided to the Contractor, a service fee of \$200.00 will be billed for additional distributions.
- G. Under no circumstances shall the delivery of the electronic files for your use by you be deemed a sale by H2A, and H2A makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall H2A be liable for any loss of profit or any consequential damages.
- H. H2A will provide the electronic files as indicated by name, file size, and date on the attached transmittal. By your acceptance of these electronic files, you agree to the terms and conditions as stated above.

END OF SECTION

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SECTION 01 10 05

H2A BULLETIN PRICING FORMAT

PRICING BREAKDOWNS SHALL ONLY BE SUBMITTED FOLLOWING A PUBLISHED BULLETIN

Upon receipt of the Bulletin, the General Contractor has the responsibility to:

- A. Submit cost quotation, in detail, as promptly as possible. It must be dated and signed. Lump sum proposals will not be accepted and will be returned to the General Contractor for resubmittal.
- B. Prepare the cost breakdown for each item in the Bulletin, individually & separately, in detail, using the following format and including the material, labor, labor fringes, equipment costs and overhead/profit as allowed by the Contract Documents.

Each Bulletin Item shall be quoted using the following general format:

Bulletin #-- Item #--

C. Material Cost:

- 1. List all material items by unit cost x total units = cost
- 2. Add applicable sales tax
- 3. Add applicable shipping costs
- 4. State the Subtotal of the Material Costs

D. Labor Cost:

- 1. List each trade and the hourly rate x quantity of hours = cost/hour (Including the burden for fringe benefits, pension, FICA, etc.)
- 2. State the Subtotal of the Labor Costs

E. Equipment Cost:

- 1. Rental charge or equivalent daily cost, including operating costs excluding labor x total days = cost
- 2. State the Subtotal of the Equipment Costs

F. State the Subtotal for all Material, Labor and Equipment Costs as shown above.

G. Overhead & Profit Cost:

- 1. Percentage allowed by the General Requirements of the Contract for work performed by the General Contractor's forces or by Subcontractor's forces.
- 2. State the Subtotal of the O & P Costs

Each Bulletin Item shall be summarized individually & separately:

Clearly identify the Bulletin number and Item number TOTAL costs (or credits) calculated from the breakdown shown above.

Each pricing submittal shall include a signature block in a format similar to this:

Signed _____ **Date** _____

Printed/Typed Name _____

Company _____

ATTACH ALL PRICING DOCUMENTATION. SUBMITTALS LACKING COMPLETE AND THOROUGH BACKUP DATA WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.

END OF SECTION

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SECTION 01 10 06

REQUEST FOR INFORMATION (RFI)

DATE:

General Contractor/Contractor/Subcontractor to perform thorough review of the documents prior to submitting RFI to Design Professional.

| REQUIRED INFORMATION | | |
|-------------------------------|--|-------|
| Project Name: | City of Owosso 2018 Façade Project CDBG Program 114 W. Main Street – RE-BID | |
| Project No: | 16-100 | |
| Contractor Name: | | |
| Street Address: | | |
| City, State, ZIP: | | |
| Telephone No: | | |
| EMAIL: | | |
| Contact Person: | | |
| Cellular No: | | |
| Subcontractor: | | |
| Drawing Page No: | | |
| Specification Section: | | |
| SUBJECT: | | |
| RESPONSE: | | |
| | | RFI # |
| Responded by | Date | |

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SUBMITTAL SUMMARY
01 33 01

| CITY OF OWOSSO - 2018 FACADE PROJECT - CDBG PROGRAM: 114 W. Main Street - RE-BID | | PRODUCT DATA | SHOP DRAWING | SAMPLE | CERTIFICATE OF COMPLIANCE IS ACCEPTABLE |
|---|--|--------------|--------------|--------|---|
| DIVISION AND NAME | | | | | |
| 4 | STUCCO REPAIR PRODUCTS | Y | | Y | X |
| 5 | METAL REMEDIATION PRODUCTS - if applicable | Y | | | X |
| 6 | SYNTHETIC WOOD PRODUCTS | Y | | Y | X |
| 7 | AIR AND WEATHER BARRIER | Y | | | X |
| 7 | EIFS | Y | | | X* |
| 8 | FLASHING | Y | | | X |
| 8 | CLAD WOOD WINDOWS | Y | Y | Y | X* |
| 9 | GLAZING | Y | | Y | X* |
| 9 | PAINTING AND COATING | Y | | Y | X* |
| 10 | SIGNAGE | Y | Y | | X* |
| 10 | AWNINGS | Y | Y | Y | X* |
| 10 | BIRD CONTROL DEVICES | Y | | | X |
| | PEDESTRIAL PROTECTION | Y | Y | | |
| 26 | LIGHTING | Y | Y | | X* |

X' A Certificate of Compliance can be submitted and no formal action will be taken. Submittal documents will be for project records only.

'X'* Color samples must still be submitted for action on color selections.

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SECTION 01 33 02

SUBMITTAL - CERTIFICATE OF COMPLIANCE

A. Project: Name: City of Owosso 2018 Façade Project CDBG Program
Address: 114 W. Main Street – RE-BID
Owosso MI 48867

B. Contractor/Vendor: Name: _____
Address: _____
Phone: _____
Contact Person: _____
Email: _____

C. Specification Section: _____

CERTIFICATION:

D. I certify that I have reviewed the products specified in this Section and will provide the products as specified without substitution, and have no concerns regarding their application to this project, including but not limited to function, appearance, quality, size, code compliance, and coordination with other trades.

Name: _____

Title: _____

Signature: _____ Date: _____

END OF SECTION

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THE FOLLOWING PAGES CONTAIN THE ADDITIONAL HUD/CDBG/MEDC
REQUIREMENTS

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Amended July 2014 - Effective April 8, 2015

Executive Order 11246, As Amended - (last amended by EO 13672 of July 21, 2014)

Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so

certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided

Amended July 2014 – Effective April 8, 2015

further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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WAGE RATE REQUIREMENTS

MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is included on the following pages**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Grantee/Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

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Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

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EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



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EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

NURSING MOTHERS The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA’s overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child’s birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

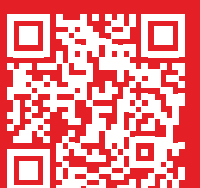
ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



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WAGE RATES

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General Decision Number: MI180151 08/31/2018 MI151

Superseded General Decision Number: MI20170151

State: Michigan

Construction Type: Building

County: Shiawassee County in Michigan.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2018 |
| 1 | 06/15/2018 |
| 2 | 07/20/2018 |
| 3 | 08/03/2018 |
| 4 | 08/31/2018 |

ASBE0047-005 07/01/2018

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 30.82 | 17.88 |

BOIL0169-002 03/01/2018

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 38.65 | 26.22 |

BRMI0009-011 08/01/2016

| | Rates | Fringes |
|------------------|----------|---------|
| BRICKLAYER..... | \$ 30.60 | 18.96 |
| PLASTERER..... | \$ 27.61 | 16.41 |
| TILE SETTER..... | \$ 27.08 | 16.17 |

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before

said holiday within the current calendar year.

CARP0706-011 06/01/2018

Rates Fringes

CARPENTER (Excluding
Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, Metal
Stud Installation, and Soft
Floor Layer - Carpet).....\$ 25.91 20.94

CARP0706-024 06/01/2018

Rates Fringes

CARPENTER (Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, and Metal
Stud Installation).....\$ 26.51 20.94

* CARP1102-003 06/01/2018

Rates Fringes

MILLWRIGHT.....\$ 33.65 32.25

ENGI0324-022 06/01/2017

Rates Fringes

OPERATOR: Power Equipment

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 37.58 | 23.30 |
| GROUP 2..... | \$ 34.28 | 23.30 |
| GROUP 3..... | \$ 31.63 | 23.30 |
| GROUP 4..... | \$ 29.92 | 23.30 |
| GROUP 5..... | \$ 24.06 | 23.30 |
| GROUP 6..... | \$ 21.58 | 23.30 |

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: Backhoe/Excavator; Crane; Loader; Paver; Scraper; Stiff Leg Derrick

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

GROUP 5: Fork Truck (20' lift and under for masonry work)

GROUP 6: Oiler

* IRON0025-009 06/01/2018

Rates

Fringes

IRONWORKER, STRUCTURAL (Metal Building Erection Only).....\$ 35.52 28.65

* IRON0025-010 06/01/2018

Rates Fringes

IRONWORKER, REINFORCING.....\$ 29.48 27.74
IRONWORKER, STRUCTURAL.....\$ 35.52 28.65

LAB01075-012 06/01/2018

Rates Fringes

LABORER

Common or General; Mason
Tender - Brick; Mason
Tender - Cement/Concrete;
Pipelayer; and Sandblaster..\$ 22.82 13.51

PAIN1052-001 06/01/2018

Rates Fringes

PAINTER

Brush & Roler.....\$ 24.40 12.95
Spray.....\$ 25.75 12.95

PAIN1052-004 06/01/2018

Rates Fringes

DRYWALL FINISHER/TAPER

| | | |
|----------------------|----------|-------|
| Drywall sanding..... | \$ 26.07 | 13.50 |
| Hand work..... | \$ 26.07 | 13.50 |
| Machine work..... | \$ 26.07 | 13.50 |

PLAS0016-013 04/01/2014

Rates Fringes

| | | |
|-----------------------------------|----------|-------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 25.58 | 12.88 |
|-----------------------------------|----------|-------|

PLUM0370-008 06/01/2018

Rates Fringes

| | | |
|---|----------|-------|
| PIPEFITTER (Includes HVAC Pipe Installation & Excludes HVAC System Installation)..... | \$ 37.81 | 20.60 |
| PLUMBER (Excludes HVAC Pipe & System Installation)..... | \$ 37.81 | 20.60 |

SFMI0669-003 04/01/2017

Rates Fringes

| | | |
|--|----------|-------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 34.87 | 15.84 |
|--|----------|-------|

SHEE0007-011 05/01/2018

Rates Fringes

SHEET METAL WORKER (Including HVAC Duct & System

Installation).....\$ 30.64 22.76

SUMI2011-076 02/14/2011

Rates

Fringes

FLOOR LAYER: Carpet.....\$ 19.59 7.57

GLAZIER.....\$ 16.95 4.74

LABORER: Landscape & Irrigation.....\$ 12.84 0.00

OPERATOR: Bulldozer.....\$ 22.34 1.22

OPERATOR: Grader/Blade.....\$ 24.04 6.03

OPERATOR: Roller.....\$ 28.02 7.07

OPERATOR: Tractor.....\$ 19.60 7.31

ROOFER.....\$ 15.73 7.41

TRUCK DRIVER, Includes Dump and Tandem Truck.....\$ 15.65 3.12

TRUCK DRIVER: Flatbed Truck.....\$ 16.80 3.97

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

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

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WAGE RATE DIRECTIVE

MISSING RATES

The Wage Rate General Decision that was published by the Department of Labor and reproduced here does not include rates for Electrician.

In lieu of a published rate, and for the purposes of bidding, the Contractor shall use the following rates:

| | Rate | Fringes |
|-----------------------|---------|---------|
| Electrician | \$34.00 | \$22.00 |

When a Wage Rates General Decision become available for this category in this County, they will become effective for the entire project. If the Wage Rate General Decision is higher than \$34.00 and \$22.00, then the Contractor will be required to pay restitution to make up the difference. This difference will be reimbursed to the Contractor by the change order from the Owner.

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PAYROLL AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Grantee/Local Public Agency or Public Body. The Contractor shall submit weekly to the Grantee/Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Grantee/Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

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PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 02/28/2018

| NAME OF CONTRACTOR | | OR SUBCONTRACTOR | | ADDRESS | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|----|---------|----|-----------------------|------|-------------------------|--|--|-------|-------------------------|-----------------------|-----------------------|----------------------------------|-------------------|--|--|--|--|---|--|--|--|
| PAYROLL NO. | | FOR WEEK ENDING | | | | PROJECT AND LOCATION | | | | | | PROJECT OR CONTRACT NO. | | | | | | | | | | | | |
| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT | OR | ST | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK | | | |
| | | | | | | HOURS WORKED EACH DAY | FICA | WITH- HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | | | | | | | | | | | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____;
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
 set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
 program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
 Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
 with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract
 have been or will be made to appropriate programs for the benefit of such employees,
 except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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REMARKS:

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| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
 31 OF THE UNITED STATES CODE.