



ADDENDUM NO. 1

DATE: March 3, 2022
PROJECT: Water Tower and Standpipe Rehabilitation, DWSRF Project #7458-01
OWNER: City of Owosso
BID DATE: March 8, 2022 @ 3:00 PM

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated February 7, 2022, as noted below. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 4 pages (including Contractor's Questions).

The following Project Manual Documents are included consisting of 97 pages:

DOCUMENT 00 01 10 – TABLE OF CONTENTS consisting of 2 pages.

DOCUMENT 00 11 13-004100 – CITY OF OWOSSO BID DOCUMENTS. Updated bid form consisting of 19 total pages.

DOCUMENT 00 25 13 – PREBID MEETING. Document 00 25 13, Pre-bid Meeting Minutes and Sign-In Sheets consisting of 8 pages.

DOCUMENT 00 31 43 – PERMITS. Document 00 31 43, Permit summary and copies of permits consisting of 6 total pages.

SECTION 00 45 15 – REQUIRED STANDARD CONTRACT LANGUAGE: CWSRF & DWRP. Updated wage rates consisting of 51 pages.

SECTION 00 52 13 – AGREEMENT consisting of 9 pages.

SECTION 01 32 33 – PHOTOGRAPHIC DOCUMENTATION consisting of 2 pages.

The following Contract Drawings are being reissued:

Water Tower Elevations	Sheet P-103
Total Number of Reissued Sheets:	1 page

Total Pages for Addendum No. 1: 102 pages

CHANGES TO TABLE OF CONTENTS

1. Remove and replace the Table of Contents with the revised document issued as part of this Addendum No. 1.

CHANGES TO BIDDING REQUIREMENTS

1. SECTION 00 11 13-00 41 00 – CITY OF OWOSSO BID DOCUMENTS. Remove and replace this section with CITY OF OWOSSO BID DOCUMENTS issued as part of this Addendum No. 1.
2. SECTION 00 25 13 – PREBID MEETING. Add this document issued as part of this Addendum No. 1.
3. DOCUMENT 00 31 43 – PERMITS. Add this document issued as part of this Addendum No. 1.
4. SECTION 00 45 15 – REQUIRED STANDARD CONTRACT LANGUAGE: CWSRF & DWSRF. Remove and replace this section with the REQUIRED STANDARD CONTRACT LANGUAGE: CWSRF & DWSRF section issued as part of this Addendum No. 1.
5. SECTION 00 52 13 – AGREEMENT. Remove and replace this section with the AGREEMENT section issued as part of this Addendum No. 1.

CHANGES TO TECHNICAL SPECIFICATIONS

6. SECTION 01 10 00 – SUMMARY. In paragraph 1.6.B delete the words “8:00 a.m. to 6:00 p.m., Monday through Friday” and replace with “ 7:00 a.m. to 7:00 p.m., Monday through Saturday,”.
7. SECTION 01 10 00 – SUMMARY. In paragraph 1.7.G.4. After first sentence, add “Provide splash pad for overflow discharge.”
8. SECTION 01 32 33 – PHOTOGRAPHIC DOCUMENTATION. Add this section issued as part of this Addendum No. 1.
9. SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS. Replace paragraph 1.2.C. Electric Power from Existing System with the following:

C. Electric Power Service from Existing System: Electric power from Owner’s existing system is not available for use. Contractor to provide their own electrical power (generator) as required for construction operations.

At the end of paragraph 3.4 Security and Protection Facilities Installation, add the following subparagraph:

J. Noise Restrictions: Generators, compressors, and other necessary equipment shall be equipped to keep the noise level below 85 dBA at the project site property lines.

10. SECTION 01 33 00 – SUBMITTAL PROCEDURES. Add the following paragraph 1.3.D.6.:
6. American Iron and Steel (AIS) Certification:
 - a. Contractor shall provide written Certification Letter and/or STEP Certification Process Letter with each submittal if required by AIS provisions. Certification letter shall include the following items:
 - 1)What is the product.
 - 2)Where the product was made.
 - 3)To whom was the product delivered.
 - 4)Signature of company representative(s).

- 5) Reference to AIS requirements.
 - b. Products that do not require AIS certifications shall be provided with a written certification letter on why the product does not need to comply.
 - c. Contractor shall acquire and review all supplier/manufacturer/fabricator certification letters for compliance.
 - d. Contractor shall maintain up to date AIS product spreadsheet.
11. SECTION 05 05 00 – COMMON WORK RESULTS FOR METALS. Delete paragraph 3.13 in its entirety and replace with the following:

3.13 MIXING SYSTEM (STANDPIPE AND SPHEROID)

- A. Provide mixing systems in accordance with manufacturer’s instructions and recommendations.
- B. Mixing System Startup and Demonstration
 - i. Installation Checks: CONTRACTOR to perform installation check and complete the equipment manufacturer’s Installation Check Report in the presence of the Engineer and Owner. CONTRACTOR to make adjustment if necessary for proper operation.
 - ii. Tests: The CONTRACTOR shall test and demonstrate that all mechanical equipment and controls function as designed and specified.
- C. Owner’s Instruction and Training: Mixing system manufacturer shall provide electronic and hard copies of the Operations and Maintenance manual. The equipment manufacturer shall schedule and provide a remote, video conference start-up, operations, and maintenance training for Owner’s personnel. Training session may be recorded by Owner.
- D. Paint per Division 9.

CHANGES TO DRAWINGS

- 1. Sheet P-103 – WATER TOWER ELEVATIONS. Delete this drawing and substitute revised Sheet P-103 issued as part of this Addendum No. 1.

End of Addendum No. 1

QUESTIONS FROM BIDDERS

- 1) I see it must be completed by 10/31. Is there a set number of substantial completion days, and when do you anticipate this project to start?**

There is no stated number of substantial completion days. The anticipated date for issuing the Notice to Proceed is May 9 2022. Refer to Division 00 52 13, Article 4, Section 4.2 for the milestone Substantial Completion Dates and Final Completion Date.

- 2) Does one tank need to be done before the other?**

Yes. Refer to Division 00 52 13, Article 4, Section 4.2.B and Section 4.2.C for the order of milestone dates and Specification Section 01 10 00 – SUMMARY, paragraph 1.7 for a suggested sequence of work.

- 3) Have you put an estimate on the project?**

The Engineer's opinion of probable construction cost is \$950,000.

- 4) Due to weather's impact on tank painting projects, it is common to work 6 or 7 days a week and to have 11 or 12 hour workdays (7AM until 6 or 7 PM) during the week and slightly shorter hours on weekends. Will that schedule be acceptable for this project?**

Addendum No. 1 modifies the normal working hours to 7 am to 7 PM Monday through Saturday.

- 5) Starting in section 26 05 19, from there on drones on about electric conductors and cables. Grounding, sleeves etc. But doesn't seem to call out any specific work. Nothing is in bid form line items relating to this section. The only true electric work that is listed is the install of a tank mixer.**

The electrical specifications included in the Contract Documents relate to the work associated with the mixer installation and demolition of the cathodic protection.

- 6) Can you please clarify which prevailing wage rate classifications apply to this project? There are three classifications included with the documents, but none of them have a painter's rate.**

Updated prevailing wage classifications have been issued in Addendum No. 1 including the Building determination that includes painters.

- 7) What work is required with regard to the splash pad on the Spheroid tank? It is shown on drawing P-103, but I can't find any other mention of it in the specs.**

Addendum No. 1 includes a detail for the concrete splash pad. This work is included in Bid Item No.3 'Provide overflow pipe modifications and concrete splash pad' for the 600,000-gallon Tower.

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NOTICE TO BIDDERS

WATER TOWER AND STANDPIPE REHABILITATION FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the City of Owosso for the **Water Tower and Standpipe Rehabilitation Bid** and should be addressed to: **Bid Coordinator, City of Owosso, 301 W. Main Street, Owosso, Michigan 48867.**

The Project consists of improvements to the existing 1,250,000 gallon standpipe, pump house, and 600,000 gallon tower. Project work includes draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, accessway gaskets, and mud valves; ancillary mechanical, electrical and site improvements; cleaning, disinfection, filling and return of the tanks to service.

The project will be financed through the State Revolving Loan Program and requirements for that program will be enforced including but not limited to Davis-Bacon wage rates and Buy American Iron and Steel (AIS). The project will be partially financed with federal funding and all requirements of the funding must be met.

Bids will be accepted until **3:00 p.m., March 8, 2022** for the **Water Tower and Standpipe Rehabilitation**, at which time bids will be publicly opened and read aloud.

A **virtual non-mandatory pre-bid conference will be held at 1:00 P.M. local time on February 17, 2022** via Zoom. Attendance at this meeting is highly recommended. Administrative and technical questions regarding this project will be answered at this time. Answers that change or substantially clarify the bid will be affirmed in an addendum. Pre-register via email to Jennifer.drinan@ohm-advisors.com

Join Zoom Meeting

<https://ohm-advisors.zoom.us/j/92054653264?pwd=MTdqWkY4c0liU3h4dUMyc0VNTldwZz09&from=addon>

Password: 955685

One tap mobile [+16468769923](tel:+16468769923), [92054653264#](tel:+16468769923)

Join by Telephone

Dial: +1 646 876 9923

Meeting ID: 920 5465 3264

Password: 955685

A site visit is planned for February 25, 2022 at 11:00 A.M. at 1418 Walnut St. Owosso, MI 48867. Pre-registration is required by emailing Jennifer.drinan@ohm-advisors.com

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.

Bid must be accompanied by bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price (determined by adding the base bid and all alternates) in the form of a certified check, bank money order, or a Bid Bond.

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 lump sum named in the bid proposal and will furnish the surety for performance and payment, for one hundred percent (100%) of this bid, which shall be accepted and approved by the City.

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

WATER TOWER AND STANDPIPE REHABILITATION

Copies of the proposal, contract forms and specifications will be available after 11 am on February 7, 2022. Hard copies 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 will be 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.

All work is to be completed by October 31, 2022.

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 seven (7) calendar days prior to the submission and shall be received in, and responded to, in writing, or by e-mail to jennifer.drinan@ohm-advisors.com and michael.morianti@ohm-advisors.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 Notice to Bidders.
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 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 seven (7).
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. A Bid must be accompanied by Bid security made payable to the City of Owosso in an amount of five (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting in the requirements of the General Conditions.

11. To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within two days of Owner's request, Bidder shall submit (a) written evidence establishing its qualification such as financial data, previous experience, and present commitments. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

12. The following items must be included with the bid response:
 - a. Bid Proposal
 - b. Local Preference Affidavit for each eligible (sub)contractor
 - c. W-9 Request for Taxpayer ID No. and Certification
 - d. Signature Page & Legal Status/ Acknowledgement of Addendum(s)
 - e. Insurance Endorsement
 - f. Section 00 43 13 Bid Bond
 - g. Section 00 44 36 Subcontractor, Supplier Listing
 - h. Section 00 45 10 Qualifications Statement
 - i. DWRF requirements
 - i. Section 00 45 14 Iran Linked Business Certification
 - ii. Debarment/Suspension Certification
 - iii. Davis-Bacon/Prevailing Wages
 - iv. American Iron and Steel Requirements

BID Proposal

WATER TOWER AND STANDPIPE REHABILITATION

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the Bidding Documents and any data and reference items identified in the Bidding Documents and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

does hereby offer to the City the following prices to wit:

1,250,000-Gallon Standpipe

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization and General Conditions	1	LS		
2	Furnish and install roof ladder	1	LS		
3	Replace vent with vacuum relief vent	1	LS		
4	Provide overflow pipe modifications	1	LS		
5	Furnish and weld cathodic lift hole plates to roof	1	LS		
6	Remove cathodic protection system	1	LS		
7	Furnish and install roof hatch gasket	1	LS		
8	Abrasive blast clean and repaint pump house piping with epoxy system	1	LS		
9	Abrasive blast clean and repaint Standpipe interior with epoxy system	1	LS		
10	Power wash, spot power tool clean and recoat Standpipe exterior with polyurethane system	1	LS		
11	Furnish and install Gridbee mixing system	1	LS		
12	Digital Recorded Preconstruction Video	1	LS		
Total of All Unit Price Bid Items at Standpipe Site					

600,000-Gallon Tower

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization and General Conditions	1	LS		
2	Replace vent with vacuum relief vent	1	LS		
3	Provide overflow pipe modifications and concrete splash pad	1	LS		
4	Remove cathodic protection system	1	LS		
5	Furnish and install roof hatch and access tube gaskets	1	LS		
6	Replace mud valve	1	LS		
7	Provide grated cover on fill line	1	LS		
8	Abrasive blast clean and repaint wet interior with epoxy system	1	LS		
9	Abrasive blast clean and repaint dry interior with epoxy system	1	LS		
10	Power wash, spot power tool clean and recoat exterior with polyurethane system	1	LS		
11	Furnish and install Gridbee mixing system	1	LS		
12	Digital Recorded Preconstruction Video	1	LS		
Total of All Unit Price Bid Items at Tower Site					

Contract Total of All Unit Price Bid Items	
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Bidder's Initial _____

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the City to consider, but the costs associated with these additions shall be stated separately.

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the City liquidated damages of \$1,000.00 a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the City accepts this proposal, Contractor 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. Contractor will furnish the surety for performance and payment, for 100% of this bid, which shall be accepted and approved by the City.

The undersigned agrees that if the City accepts this proposal, Contractor will start this project and will complete the entire work under this contract by October 31, 2022.

On behalf of _____, I hereby submit this proposal **WATER TOWER AND STANDPIPE REHABILITATION** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General 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. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

Witness:

By/s/

Business Address

Signature

Printed Name

Title

Telephone Number

E-Mail Address

CITY OF OWOSSO CONTRACT 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. In case of error in extending the total amount of the bid, the unit prices shall govern. 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

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the City of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the City when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the City.

4. 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.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. 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.

7. 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 clearly noted and described in the proposal.

8. 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.

9. 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.

10. 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.

11. 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 stated in the bid documents, shall be on file with the City before work commences. The City will determine the amount and sufficiency of the sureties.

12. 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.

13. 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.

14. INSURANCE AND HOLD HARMLESS

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph, 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 Contractor. All deductibles and SIR's are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 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. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 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.
- d. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of

liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage.

- e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso, OHM Advisors and Nelson Tank Engineering & Consulting, Inc. shall be listed as additional insured. It is understood and agreed by naming the City of Owosso, OHM Advisors and Nelson Tank Engineering & Consulting, Inc. as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso, OHM Advisors and Nelson Tank Engineering & Consulting, Inc. may have in effect shall be considered secondary and/or excess.
- f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: The City of Owosso, Brad Barrett, Finance Director, 301 W Main Owosso MI 48867.
- g. Proof of Insurance Coverage: 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.
- h. Builder's Risk Insurance Coverage equal to amount of this contract.

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

15. 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.

16. 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.

17. 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 final estimates or 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.

18. 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.

19. 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.

20. 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.

21. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of 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.

22. 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.

23. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the City. The contractor shall not close any road or street without the permission of the City. If any street or road 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.

24. 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.

25. 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.

26. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for his employees. If the City's water is used on the work, the contractor shall make the necessary 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.

27. 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.

28. 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.

29. 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.

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.

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

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
_____	_____
_____	_____
_____	_____

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.

PROOF OF INSURANCE

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

NAMED INSURED (CONTRACTOR)	<u>COMPANIES AFFORDING COVERAGE</u>
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:

WATER TOWER AND STANDPIPE REHABILITATION

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 \$3,000,000 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; (E) Explosion, Collapse and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 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. **Owners' and Contractor Protective Liability:** The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of

liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage

5. Builder's Risk Insurance Coverage: The Contractor shall procure and maintain during the life of this contract, a separate Builder's Risk Insurance Policy with coverage equal to amount of this contract. The City of Owosso shall be the "Named Insured" on said coverage.

6. 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. OHM Advisors and employees. Nelson Tank Engineering & Consulting, Inc. and employees. It is understood and agreed by naming City of Owosso, OHM Advisors and Nelson Tank Engineering & Consulting, Inc. as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso, OHM Advisors and Nelson Tank Engineering & Consulting, Inc. may have in effect shall be considered secondary and/or excess.

7. 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.

8. 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 25 13 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Engineer will conduct a Prebid meeting as indicated below:
 - 1. Meeting Date: February 17, 2022.
 - 2. Meeting Time: 1:00 P.m., local time.
 - 3. Location: Zoom Meeting.

- B. Attendance:
 - 1. Prime Bidders: Attendance at Prebid meeting is recommended.
 - 2. Subcontractors: Attendance at Prebid meeting is recommended.

- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
 - 1. Procurement and Contracting Requirements:
 - a. Advertisement for Bids.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Form and Attachments.
 - h. Bid Submittal Requirements.
 - i. Bid Submittal Checklist.
 - j. Notice of Award.
 - 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Access to Project Web site.
 - c. Bidder's Requests for Information.
 - d. Bidder's Substitution Request/Prior Approval Request.
 - e. Addenda.
 - 3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
 - 4. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 - f. Substitutions following award.
 - 5. Separate Contracts:
 - a. Work by Owner.
 - b. Work of Other Contracts.
 - 6. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Liquidated Damages.
 - d. Other Bidder Questions.
 - 7. Site/facility visit or walkthrough.
 - 8. Post-Meeting Addendum.

- D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.
 2. List of Plan holders: Minutes will include list of plan holders.

END OF SECTION 00 25 13



Pre-Bid Meeting Minutes

Water Tower and Standpipe Rehabilitation, DWSRF #7458-01

Project No.: 0020-21-0040

Date: Thursday, February 17, 2022 @ 1:00 pm

1. Introductions / Attendees Sheet Attached

2. Purpose of Meeting – Review scope of project.

3. Administrative Procedures

- A. Bidders are not required to attend Pre-Bid Meeting in order to submit a bid.
- B. Oral statements made at this meeting or any time during the bidding process may not be relied upon or binding. All questions about the meaning or the intent of the Bidding Documents are to be submitted in writing to the Engineers below. Interpretations or clarifications considered necessary by the Engineer in response to questions will be issued by Addenda delivered to all parties recorded as having received Bidding Documents.
 - 1) Final Day for Contractor's Written Questions is Tuesday, March 1st, 2022, at 5 p.m.
 - 2) Questions to be sent via email to both of the following:
 - i. jennifer.drinan@ohm-advisors.com
 - ii. michael.morianti@ohm-advisors.com
 - 3) Responses to Contractor's Written Questions will be addressed in an addendum by Friday, March 4, 2022, at 12:00 p.m.
- C. Copies of the proposal, contract forms and specifications will be available after 11 am on February 7, 2022. Hard copies 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 will be available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.
- D. Sealed proposals will be received by the City of Owosso for the Water Tower and Standpipe Rehabilitation Bid and should be addressed to: Bid Coordinator, City of Owosso, 301 W. Main Street, Owosso, Michigan 48867. Bids will be accepted until 3:00 p.m., March 8, 2022, for the Water Tower and Standpipe Rehabilitation, at which time the bids will be opened and read aloud.
- E. All spaces on the Bid Form are required to be filled in for the Bid to be considered responsive
- F. The Bid Proposal in Section 00 11 13 includes two bid tables: one for the 1,250,000-Gallon Standpipe and one for the 600,000-Gallon Tower. The price for each site should be totaled and written as the Contract Total of All Unit Price Bid Items.



- G. Bids shall include Section 00 43 13 - A Bid must be accompanied by Bid security made payable to the City of Owosso in an amount of five (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting in the requirements of the General Conditions.
- H. Addendums will be posted on the City's website and MITN. Bidders responsible to check these websites for addendums.
- I. Bids shall include Section 00 45 10 - Qualifications Statement with list of project references.
- J. Bids shall include executed Section 00 45 14 – Iran Linked Business Certification.
- K. Bids shall include a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form.
- L. Bids must meet the American Iron and Steel (AIS) Requirements for incorporating iron and steel products used in the project to be produced in the United States.
- M. Bids must meet the Davis-Bacon Prevailing Wage.
- N. Section 00 43 36 - Subcontractors and Suppliers Listing shall be provided by three (3) lowest bidders within 24 hours of bid if requested. Form shall be completely filled out by Bidders.
- O. Bid shall include an insurance endorsement.
- P. Bid shall include local preference affidavit for each eligible (sub)contractor
- Q. Bid shall include W-9 Request for Taxpayer ID No. and Certification
- R. Bid shall include Signature Page & Legal Status/Acknowledgement of Addendum(s)
- S. Bidders to review the insurance and bonding requirements of this project as explained in the Sections 00 70 00 and 00 73 00 – General and Supplementary Conditions. The successful bidder must comply with the limits provided in this section.
- T. Liquidated Damages. Assessed at \$1,000.00 per calendar day beyond Milestones.

Activity	Date
Pre-Bid Meeting	Thursday, February 17, 2022 @ 1:00 p.m.
Site Walkthrough	Friday, February 25, 2022 @ 11:00 a.m.
Final day for Contractor written questions	Tuesday, March 1, 2022, @ 5:00 p.m.
Last Addendum Issued (if needed)	Friday, March 4, 2022 @ 12:00 p.m.
Bids due	Tuesday, March 8, 2022 @ 3:00 p.m.
Recommendations to Owosso for agenda	Monday, March 14, 2022
Owosso Board Tentative Approval	Monday, March 21, 2022
SRF finance closing	Friday, May 6, 2022
Tentative Notice to Proceed	Monday, May 9, 2022
Substantial Completion Milestone One - Standpipe	Saturday, July 30, 2022
Substantial Completion Milestone Two - Tower	Friday, October 21, 2022
Final Completion	Monday, October 31, 2022



Summary of Project

A. Scope of work

- The Project consists of improvements to the existing 1,250,000 gallon standpipe, pump house, and 600,000 gallon tower. Project work includes draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, accessway gaskets, and mud valves; ancillary mechanical, electrical and site improvements; cleaning, disinfection, filling and return of the tanks to service.
- See specification section 01 10 00, paragraph 1.7 for suggested sequence of work.
- Operation of the water storage tanks is important for the City of Owosso to provide water to the communities. As such, only one storage tank can be off-line at a time. Contractor to provide a minimum of seven days' notice for the request to shut down the tank for rehabilitation. The City will drain the tank to the top of the fill or drain line. The Contractor is responsible for cleaning and dewatering what remains.
- The work on the Standpipe shall be performed first. The Standpipe work shall be completed, inspected, the tank cleaned, disinfected, and filled. After the Standpipe has passed bacteriological testing, the first fill will be wasted by the Owner, filled, and placed back into service. Once the Standpipe has been returned to full service, the Tower can be taken offline to complete the proposed work.

B. Additional Clarifications

- All equipment and material submittals shall be approved. All equipment and materials will be on site or have confirmed delivery dates prior to requesting shutdown of tank.

C. Special requirements

- Work restrictions for available working hours is listed in specification section 01 10 00, Paragraph 1.6.
- The Tower, Standpipe and lower level of the pump house are considered a confined space and Contractor shall take all measures necessary for employee protection. The Contractor is responsible for addressing confined spaces in the site specific safety plan.
- The Owner will provide water for filling the tanks once for disinfection at no cost. If additional water is required for the tank to be disinfected and pass bacteriological testing, the Contractor shall be responsible for additional charges associated with filling and draining the tank.
- Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.



- Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- Nelson Tank Engineering and Consulting (NTEC) will be performing on the site inspections on behalf of the Owner. NTEC is a subconsultant to OHM Advisors.

D. Permits

- The Owner has obtained the EGLE Part 399 permit. Contractor shall comply with requirements as outlined in this permit.
- The Contractor is responsible for obtaining all other permits, including making all arrangements for inspection and payment of all governmental charges and inspection fees necessary for the commencement of Work.
- The Contractor is responsible for obtaining a soil erosion and sedimentation control permit required by Shiawassee County Health Department as part of the proposed work.
- The Contractor is responsible for obtaining an electrical permit from the City of Owosso Building Department as part of the proposed work.

E. Site requirements

- No work is proposed outside of existing easements.
- Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- Coordinate operations that may result in high levels of noise and vibration, dust, overspray, odors, or other disruption to Owner occupancy with Owner. Notify Engineer and Owner not less than two days in advance of proposed disruptive operations. Obtain Engineer's and Owner's written permission before proceeding with disruptive operations.

4. Questions and Answers

Q1: How much time needs to be left between putting the standpipe back in service and taking the elevated tank out of service?

A1: Approximately 1 week. Once the standpipe is back in service, the City can begin draining the elevated tank which takes a few days to drain due to logistical constraints.

Q2: Does the spray on insulation inside west tower remain in place or is it to be removed and replaced?

A2: Do not remove the spray on insulation. It needs to be protected from damaged during the construction activities.

Q3: Are MBE/WBE requirements for this project?

A2: This project, although funded through the State Revolving Fund program does not require



bidders to perform the standard Disadvantaged Business Enterprise procedures.

5. Site Tour

To be held February 25, 2022, at 11 am. Meet at the Standpipe located at
1814 Walnut
Owosso MI



34000 Plymouth Rd
Livonia, MI 48150
T: 734.522.6711
F: 734.522.6427
www.ohm-advisors.com

Project: Water Tower and Standpipe Rehabilitation, DWSRF #7458-01
Project No.: 0020-21-0040
Date: Thursday, February 17, 2022 @ 1:00 pm

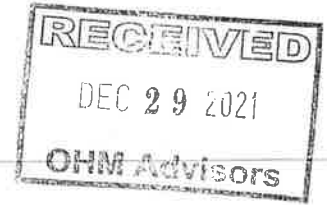
Name	Representing	Phone	E-Mail
Jennifer Drinan	OHM Advisors	(734)-466-4568	Jennifer.Drinan@ohm-advisors.com
Matt Kennedy	OHM Advisors	(734)-466-4432	Matt.Kennedy@ohm-advisors.com
Carl Fedewa	Fedewa Inc.		fedewatower@yahoo.com
Lidia	LC United Painting		LCunited@aol.com
Edrian Pecaj	E&L Contractors Inc		elcontractorsinc@gmail.com
Cary Kountoupes	George Kountoupes Painting Company		Cary@GKPainting.com
Carolyn Kostaroff	George Kountoupes Painting Company		Carolyn@GKPainting.com
Danny Vushaj	Seven Brothers Painting		danny.vushaj@sevenbrotherspainting.com
John Bethell	M.K. Painting, Inc		johnmkpainting@gmail.com
Dave Gore	Niles Industrial Coatings, LLC		davegore@nilesindustrial.com
Dylan Snodgrass	Worldwide Industries Corp.		Dsnodgrass@worldwidepainters.com
Ed Spriggs	Practical Inspections		ed@practicalinspections.net
Dino			dino@dand6sonspainting.com
Andy Suburan	Suburan Contractors		andy.h@suburan-contractors.com
Keith Nelson	Nelson Tank Engineering and Consulting		keith@nelsontank.com
David Haut	City of Owosso		David.Haut@ci.owosso.mi.us

DOCUMENT 00 31 43 - PERMITS

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. EGLE Part 399 Permit for Construction of Water Supply Systems (Permit W221002): The construction permit for Project has been issued by EGLE Owner. A copy of the Permit is attached to this Document.
- C. City of Owosso Building Department. The contract documents have been submitted for review. The Contractor to apply for the permit for the Project.
- D. Shiawassee County Health Department for Soil Erosion and Sediment Control permit. Permit application number unknown at time of bidding. The Contractor is responsible for obtaining a soil erosion and sedimentation control permit as part of the proposed work.

END OF DOCUMENT 00 31 43



PERMIT APPLICATION FOR WATER SUPPLY SYSTEMS
(CONSTRUCTION - ALTERATION - ADDITION OR IMPROVEMENT) AS DESCRIBED HEREIN
Required under the Authority of 1976 PA 399, as amended (Act 399)

This application becomes an Act 399 Permit only when signed and issued by authorized Michigan Department of Environment, Great Lakes, and Energy (EGLE) staff. See instructions below for completion of this application.

1. Municipality or Organization, Address and WSSN that will own or control the water facilities to be constructed. This permit is to be issued to: City of Owosso 301 West Main Street Owosso, MI 48867 WSSN: 05120	Permit Stamp Area (EGLE use only) MICH DEPT ENVIRONMENT, GREAT LAKES AND ENERGY PERMIT NO. 221002 JAN 12 22 EXAMINED AND APPROVED FOR COMPLIANCE WITH ACT 399, P.A. 1976	
2. Owner's Contact Person (provide name for questions): Contact: David Haut Title: Water Treatment Plant Director Phone: (989) 725-0560		
3. Project Name (Provide phase number if project is segmented): Water Distribution Tanks Rehabilitation	4. Project Location (City, Village, Township): City of Owosso	5. County (location of project): Shiawassee

ISSUED UNDER THE AUTHORITY OF THE DIRECTOR OF
THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

cc:

Issued by: *[Signature]*

Reviewed by: *[Signature]*

If this box is marked see attached special conditions.

Instructions: Complete items 1 through 5 above and 6 through 21 on the following pages of this application. Print or type all information except for signatures. Mail completed application, plans and specifications, and any attachments to the EGLE District Office having jurisdiction in the area of the proposed construction.

EGLE
MATERIALS MANAGEMENT DIVISION
JAN 12 2022
LANSING DISTRICT

Please Note:

- This **PERMIT** only authorizes the construction, alteration, addition or improvement of the water system described herein and is issued solely under the authority of 1976 PA 399, as amended.
- The issuance of this **PERMIT** does not authorize violation of any federal, state or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other EGLE permits, or approvals from other units of government as may be required by law.
- This **PERMIT** expires two (2) years after the date of issuance in accordance with R 325.11306, 1976 PA 399, administrative rules, unless construction has been initiated prior to expiration.
- Noncompliance with the conditions of this permit and the requirements of the Act constitutes a violation of the Act.
- Applicant must give notice to public utilities in accordance with 1974 PA 53, (MISS DIG), being Section 460.701 to 460.718 of the Michigan Compiled Laws and comply with each of the requirements of that Act.
- All earth changing activities must be conducted in accordance with the requirements of the Soil Erosion and Sedimentation Control Act, Part 91, 1994 PA 451, as amended (Act 451).
- All construction activity impacting wetlands must be conducted in accordance with the Wetland Protection Act, Part 303, 1994 PA 451, as amended.
- Intentionally providing false information in this application constitutes fraud which is punishable by fine and/or imprisonment.
- Where applicable for water withdrawals, the issuance of this permit indicates compliance with the requirements of Part 327 of Act 451, Great Lakes Preservation Act.

Permit Application for Water Supply Systems (Continued)

6. Facilities Description – In the space below provide a detailed description of the proposed project. Applications without adequate facilities descriptions will be returned. SEE EXAMPLES BELOW. Use additional sheets if needed.

All work is confined to the existing Water Tank and the Water Standpipe distribution sites. Improvements include:

1. Water Standpipe (1,250,000 Gallon standpipe)
 - a. Furnish and install roof ladder.
 - b. Replace vent with vacuum relief vent.
 - c. Furnish and install overflow flap gate.
 - d. Remove cathodic protection system.
 - e. Furnish and install roof hatch gasket.
 - f. Abrasive blast clean and repaint interior with epoxy system.
 - g. Abrasive blast clean and repaint pump house piping with epoxy system.
 - h. Power wash, spot power tool clean and recoat exterior with polyurethane system.
 - i. Furnish and install Gridbee mixing system.

2. Water Tank (600,000 Gallon Spheroid)
 - a. Replace mud valve.
 - b. Replace vent with vacuum relief vent.
 - c. Furnish and install overflow flap gate.
 - d. Remove cathodic protection system.
 - e. Furnish and install roof hatch and access tube gaskets.
 - f. Abrasive blast clean and repaint wet interior with epoxy system.
 - g. Abrasive blast clean and repaint dry interior with epoxy system.
 - h. Abrasive blast clean and repaint interior with epoxy system.
 - i. Power wash, spot power tool clean and recoat exterior with polyurethane system.
 - j. Furnish and install Gridbee mixing system.

EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES

Water Mains	500 feet of 8-inch water main in First Street from Main Street north to State Street. OR 250 feet of 12-inch water main in Clark Road from an existing 8-inch main in Third Avenue north to a hydrant.
Booster Stations	A booster station located at the southwest corner of Third Avenue and Main Street, and equipped with two, 15 Hp pumps each rated 150 gpm @ 200 feet TDH. Station includes backup power and all other equipment as required for proper operation.
Elevated Storage Tank	A 300,000 gallon elevated storage tank located in City Park. The proposed tank shall be spherical, all welded construction and supported on a single pedestal. The tank shall be 150 feet in height, 40 feet in diameter with a normal operating range of 130 – 145 feet. The interior coating system shall be ANSI/NSF Standard 61 approved or equivalent. The tank will be equipped with a cathodic protection system, and includes a tank level control system with telemetry.
Chemical Feed	A positive displacement chemical feed pump, rated at 24 gpd @ 110 psi to apply a chlorine solution for Well No. 1. Chlorine is 12.5% NaOCL, ANSI/NSF Standard 60 approved and will be applied at a rate of 1.0 mg/l of actual chlorine.
Water Supply Well	Well No. 3, a 200 foot deep well with 170 feet of 8-inch casing and 30 feet of 8-inch, 10 slot screen. The well will be equipped with a 20 Hp submersible pump and motor rated 200 gpm @ 225 feet TDH, set at 160 feet below land surface.
Treatment Facilities	A 5 million gpd water treatment plant located at the north end of Second Avenue. The facility will include 6 low service pumps, 2 rapid mix basins, 4 flocculation/sedimentation basins, 8 dual media filters, 3 million gallon water storage reservoir and 6 high service pumps. Also included are chemical feed pumps and related appurtenances for the addition of alum, fluoride, phosphate and chlorine.

Permit Application for Water Supply Systems (Continued)

General Project Information – Complete all boxes below.	
<p>7. Design engineer's name, engineering firm, address, phone number, and email address: Jennifer Drinan OHM Advisors 34000 Plymouth Rd, Livonia, MI 48150 (734) 522-6711 jennifer.drinan@ohm-advisors.com</p>	<p>8. Indicate who will provide project construction inspection: <input checked="" type="checkbox"/> Organization listed in Box 1. <input type="checkbox"/> Engineering firm listed in Box 7. <input type="checkbox"/> Other - name, address, and phone number listed below.</p>
<p>9. Is a basis of design attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Rehabilitation of tanks being performed based on the 2016 inspections. The inspection reports are included as part of the bidding information.</p> <p>If no, briefly explain why a basis of design is not needed.</p>	
<p>10. Are sealed and signed engineering plans attached? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If no, briefly explain why engineering plans are not needed.</p>	
<p>11. Are sealed and signed construction specifications attached? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If specifications are not attached, they need to be on file at EGLE.</p>	
<p>12. Were Recommended Standards for Water Works, Suggested Practice for Water Works, AWWA guidelines, and the requirements of Act 399 and its administrative rules followed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If no, explain which deviations were made and why.</p>	
<p>13. Are all coatings, chemical additives and construction materials ANSI/NSF or other adequate 3rd party approved? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If no, describe what coatings, additives or materials did not meet the applicable standard and why.</p>	
<p>14. Are all water system facilities being installed in the public right-of-way or a dedicated utility easement? (For projects not located in the public right-of-way, utility easements must be shown on the plans.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO All project activities will be contained within parcels owned by the City of Owosso.</p> <p>If no, explain how access will be obtained.</p>	
<p>15. Is the project construction activity within a wetland (as defined by Section 324.30301(d)) of Part 303, 1994 PA 451? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, a wetland permit must be obtained.</p>	
<p>16. Is the project construction activity within a 100-year floodplain (as defined by R 323.1311(e)) of Part 31, 1994 PA 451, administrative rules? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, a flood plain permit must be obtained.</p>	
<p>17. Is the project construction activity within 500 feet of a lake, reservoir, or stream? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, a Soil and Erosion Control Permit must be obtained or indicate if the owner listed in box 2 of this application is an Authorized Public Agency (Section 10 of Part 91, 1994 PA 451) <input type="checkbox"/> Owner is APA.</p>	

Permit Application for Water Supply Systems (Continued)

18. Will the proposed construction activity be part of a project involving the disturbance of five (5) or more acres of land?
 YES NO

If YES, is this activity regulated by the National Pollutant Discharge Elimination System (NPDES) storm water regulations?

YES: NPDES Authorization to discharge storm water from construction activities must be obtained.

NO: Describe why activity is not regulated.

Please call 517-241-8993 with questions regarding the applicability of the storm water regulations.

19. Is the project in or adjacent to a site of suspected or known soil or groundwater contamination?

YES NO

If YES, attach a copy of a plan acceptable to EGLE for handling contaminated soils and/or groundwater disturbed during construction. Contact the local EGLE district office for listings of Michigan sites of environmental contamination.

20. IF YOU ARE A CUSTOMER/WHOLESALE/BULK PURCHASER, COMPLETE THE FOLLOWING

1. Name and WSSN of source water supply system (seller): _____
2. Does the water service contract require water producer/seller to review and approve customer/wholesale/bulk purchaser water system construction plans?

YES NO

If yes to #2, the producer/seller approval letter must be attached when submitted to EGLE.

21. **Owner's Certification.** The owner of the proposed facilities or the owner's authorized representative shall complete the owner's certification. It is anticipated that the owner will either be a governmental agency (city, village, township, county, etc.) or a private owner (individual, company, association, etc.) of a Type I public water supply.

OWNER'S CERTIFICATION

I, RYAN E. SUCHANEK (name), acting as the DIRECTOR OF PUBLIC UTILITIES SERVICES (title/position) for

CITY OF OWASSO (entity owning proposed facilities) certify that this project has

been reviewed and approved as detailed by the Plans and Specifications submitted under this application, and is in compliance with the requirements of 1976 PA 399, as amended, and its administrative rules.

Ryan E. Suchanek
Signature*

12/22/21
Date

989 725 0555
Phone

*Original signature only, no photocopies will be accepted.

Permit Application for Water Supply Systems (Continued)

PROJECT BASIS OF DESIGN -- FOR WATER MAIN PROJECTS

PROJECT NAME: Water Tower and Standpipe Rehabilitation, DWSRF #7458-01

For this PROJECT the following information must be provided per Act 399 unless waived by the Department. For projects other than water main installation, or if additional space is needed, attach separate sheet(s) with detailed Basis of Design calculations.

- A. A general map of the initial and ultimate service areas
 Included on engineering plans Attached separately
- B. Number of service connections served by this permit application 6386 plus 1 wholesale customer (Corunna)
- C. Total number of service connections ultimately served by entire project 6386 plus 1 wholesale customer (Corunna)
- D. Residential Equivalent Units (REUs) served by this permit application 7964 plus 1 wholesale customer (Corunna)
- E. Total Residential Equivalent Units (REUs) ultimately served by entire project 7964 plus 1 wholesale customer (Corunna)
- F. Water flow rates for proposed project based on REUs listed in "D" and "E" above
- | | |
|--|--------------------------------|
| 1. Initial design average day flow (mgd) | <u>N/A</u> |
| 2. Initial design maximum day flow (mgd) | <u>N/A</u> |
| 3. Total design average day flow (mgd) | <u>N/A</u> |
| 4. Total design maximum day flow (mgd) | <u>N/A</u> |
| 5. Required fire flows: ⁽¹⁾ | <u>N/A</u> gpm for _____ hours |
- G. Actual flows and pressures of existing system at the connection point(s) ⁽²⁾
- | | |
|--|-----------------------------|
| | <u>N/A</u> gpm at _____ psi |
| | <u>N/A</u> gpm at _____ psi |
| | <u>N/A</u> gpm at _____ psi |
| | <u>N/A</u> gpm at _____ psi |
- H. Estimated minimum flows and pressures within the proposed water main system ⁽³⁾
- | | |
|--|-----------------------------|
| | <u>N/A</u> gpm at _____ psi |
|--|-----------------------------|

- (1) Every water system must decide what levels of firefighting flows they wish to provide. Fire flow should be appropriate for the area (residential, commercial, industrial) being served by the project. Typical fire flow rates can be obtained from the water supply, local fire dept., ISO or AWWA. The water system must then be designed to be able to provide the required fire flows while maintaining at least 20 psi in all portions of the distribution system.
- (2) Flows and pressures at the connection points must be given to determine if the existing water main(s) are able to deliver water to the new service area. These numbers can be obtained from a properly modeled and calibrated distribution system hydraulic analysis or hydrant flow tests performed in the field. If more than one connection is proposed, list as needed.
- (3) List what the estimated minimum flows can be expected in the proposed water mains based on estimated water demands, head losses, elevation changes and other factors that may affect flows, such as dead end mains.

REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND NON-EQUIVALENCY PROJECTS

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Debarment/Suspension Certification***

*** Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

Davis-Bacon/Prevailing Federal Wage Rates

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

"General Decision Number: MI20220044 02/25/2022

Superseded General Decision Number: MI20210044

State: Michigan

Construction Type: Heavy

Counties: Arenac, Branch, Gladwin, Hillsdale, Huron, Lenawee, Mecosta, Midland, Osceola, Shiawassee and Tuscola Counties in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP0100-005 06/01/2021

MECOSTA & OSCEOLA COUNTIES

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.24	20.31

CARP0525-008 06/01/2021

BRANCH & HILLSDALE COUNTIES

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.94	20.59

CARP0706-014 06/01/2020

ARENAC, GLADWIN, HURON, MIDLAND & TUSCOLA COUNTIES

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.61	21.84

CARP0706-018 06/01/2021

SHIAWASSEE COUNTY

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 29.48	22.00

CARP1004-013 06/01/2021

LENAWEE COUNTY

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.39	20.73

ELEC0008-012 05/25/2021

HILLSDALE & LENAWE COUNTY

Rates	Fringes
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ELECTRICIAN.....\$ 43.33 22.61

ELEC0058-008 06/28/2021

HURON COUNTY

Rates Fringes

ELECTRICIAN.....\$ 45.17 26.01

ELEC0275-009 06/01/2021

MECOSTA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 33.06 8.94+38%

ELEC0275-014 06/01/2021

OSCEOLA COUNTY (Townships of Richmond, Hersey, Ewart & Orient)

Rates Fringes

ELECTRICIAN.....\$ 33.06 8.94+38%

ELEC0445-008 06/01/2021

BRANCH COUNTY

Rates Fringes

ELECTRICIAN.....\$ 34.30 22.16

ELEC0498-012 06/01/2021

OSCEOLA COUNTY (does not include the townships of Ewart, Hersey, Orient and Richmond)

Rates Fringes

ELECTRICIAN.....\$ 32.41 20.05

ELEC0557-008 06/01/2020

MIDLAND (Townships of Ingersoll, Jasper, Mount Haley and Porter) & TUSCOLA (Townships of Almer, Arbela, Columbia, Dayton, Denmark, Elkland, Ellington, Elmwood, Fairgrove, Fremont, Gilford, Indianfields, Juniata, Kingston, Koylon, Novesta, Tuscola, Vassar, Watertown and Wells) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 34.25 23.13

ELEC0665-018 05/31/2021

SHIAWASSEE COUNTY (Townships of Perry & Woodhull)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	24.04+5.5%

ELEC0692-017 06/01/2020

ARENAC & GLADWIN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.50	21.14

ELEC0692-018 06/01/2020

MIDLAND (All townships except Mount Haley, Jasper, Porter & Ingersoll) & TUSCOLA (Townships of Wisner & Akron) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.50	21.14

ELEC0948-008 06/01/2020

SHIAWASSEE (All townships except Perry & Woodhull) & TUSCOLA (Township of Millington) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.51

ENGI0325-021 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Scraper, Loader, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-014 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

AREA 1: BRANCH, HILLSDALE, MECOSTA & OSCEOLA COUNTIES

AREA 2: ARENAC, GLADWIN, HURON, MIDLAND, SHIAWASSEE & TUSCOLA COUNTIES

	Rates	Fringes
Operating Engineer:		
AREA 1		
Group 1.....	\$ 42.38	24.85
Group 2.....	\$ 39.08	24.85
Group 3.....	\$ 36.43	24.85
Group 4.....	\$ 34.72	24.85
Group 5.....	\$ 26.38	24.85
Operating Engineers:		
AREA 2		
Group 1.....	\$ 42.38	24.85
Group 2.....	\$ 39.08	24.85
Group 3.....	\$ 36.43	24.85
Group 4.....	\$ 34.72	24.85
Group 5.....	\$ 26.38	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

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

GROUP 3: Backhoe/Excavator; Bulldozer; Compactor; Crane; Scraper; Loader

GROUP 4: Boom truck (non-swinging)

GROUP 5: Oiler

ENGI0326-024 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

LENAWEE COUNTY

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.69	24.95
GROUP 2.....	\$ 43.19	24.95
GROUP 3.....	\$ 41.69	24.95
GROUP 4.....	\$ 41.39	24.95
GROUP 5.....	\$ 40.57	24.95
GROUP 6.....	\$ 39.71	24.95
GROUP 7.....	\$ 38.74	24.95
GROUP 8.....	\$ 28.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bulldozer, Compactor, Scraper, Loader

GROUP 8: Oiler

IRON0025-007 06/01/2019

ARENAC, GLADWIN, HURON, MIDLAND, SHIAWASSEE & TUSCOLA COUNTIES

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 30.98	27.99
Structural.....	\$ 36.77	29.03

IRON0055-011 07/01/2020

LENAWEE COUNTY

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 31.25	26.90

 IRON0340-012 06/19/2017

BRANCH, HILLSDALE, MECOSTA & OSCEOLA COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 24.43	24.67

 LAB00334-008 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

ARENAC, BRANCH, GLADWIN, HURON, MECOSTA, MIDLAND, OSCEOLA, TUSCOLA

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.97	12.85
(4) Grade Checker.....	\$ 21.28	12.85

 LAB00334-019 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

HILLSDALE, LENAWEE, SHIAWASSEE

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.97	12.85
(4) Grade Checker.....	\$ 21.28	12.85

 LAB00355-007 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

BRANCH COUNTY

	Rates	Fringes
LABORER		
Common or General.....	\$ 24.90	12.95

LABO0355-015 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

MECOSTA & OSCEOLA COUNTIES

	Rates	Fringes
LABORER		
Common or General.....	\$ 24.90	12.95

LABO0499-014 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

HILLSDALE & LENAWEE COUNTIES

	Rates	Fringes
LABORER		
Common or General.....	\$ 26.98	12.95

LABO1075-011 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

SHIAWASSEE COUNTY

	Rates	Fringes
LABORER		
Common or General.....	\$ 26.11	13.95

LABO1098-022 07/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

ARENAC, GLADWIN, HURON, MIDLAND & TUSCOLA COUNTIES

	Rates	Fringes
LABORER		
Common or General.....	\$ 22.67	12.90

PLAS0016-009 04/01/2014

MECOSTA & OSCEOLA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.02	12.38

PLAS0016-021 04/01/2014

SHIAWASSEE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLAS0016-023 04/01/2014

BRANCH COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.63	12.88

PLAS0016-031 04/01/2014

ARENAC, GLADWIN, HURON, MIDLAND & TUSCOLA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.47	12.38

PLAS0886-013 08/01/2011

HILLSDALE & LENAWEE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.19	16.00

PLUM0085-017 05/04/2020

ARENAC, GLADWIN, HURON (West of M-53), MIDLAND & TUSCOLA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.25	21.07

PLUM0098-008 06/01/2019

HURON COUNTY (East of M-53)

	Rates	Fringes
PLUMBER.....	\$ 35.77	35.13

PLUM0174-015 07/01/2020

MECOSTA & OSCEOLA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.09	22.52

PLUM0190-012 06/01/2021

LENAWEE COUNTY (Townships of Clinton, Macon & Tecumseh)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 44.31	23.70

PLUM0333-021 06/01/2020

BRANCH & HILLSDALE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.79	23.08

PLUM0333-022 06/01/2020

LENAWEE COUNTY (Remainder of County)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.79	23.08

PLUM0370-007 06/01/2020

SHIAWASSEE COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.81	20.95

PLUM0636-008 06/05/2017

HURON COUNTY (East of M-53)

	Rates	Fringes
PIPEFITTER.....	\$ 40.41	29.35

TEAM0007-010 06/01/2020

	Rates	Fringes
TRUCK DRIVER Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

* SUMI2010-042 11/09/2010

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 23.97	6.29

LABORER: Landscape.....	\$ 10.89 **	1.74
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.97	3.51
LABORER: Pipelayer.....	\$ 15.28	3.99
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98 **	6.12
OPERATOR: Grader/Blade.....	\$ 15.50	3.62
OPERATOR: Roller.....	\$ 13.74 **	7.93
TRUCK DRIVER: Dump Truck.....	\$ 14.06 **	1.25

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISIO"

"General Decision Number: MI20220151 02/25/2022

Superseded General Decision Number: MI20210151

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022

ASBE0047-005 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.77	18.18

BOIL0169-002 01/01/2021

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

BRMI0009-011 08/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 33.23	23.08
PLASTERER.....	\$ 30.34	20.43
TILE SETTER.....	\$ 29.93	18.02

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 06/01/2021

	Rates	Fringes
CARPENTER (Excluding Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, and Soft Floor Layer - Carpet).....	\$ 29.48	22.00

CARP0706-024 06/01/2021

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 29.48	22.00

CARP1102-003 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	34.10

ENGI0324-022 06/01/2021

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 42.38	24.85
GROUP 2.....	\$ 39.08	24.85
GROUP 3.....	\$ 36.43	24.85
GROUP 4.....	\$ 34.72	24.85
GROUP 5.....	\$ 24.86	24.85
GROUP 6.....	\$ 26.38	24.85

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 06/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL (Metal Building Erection Only).....	\$ 32.99	30.76

IRON0025-010 06/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.43	28.17
IRONWORKER, STRUCTURAL.....	\$ 27.43	28.17

LABO1075-012 06/01/2021

	Rates	Fringes
LABORER		

Common or General; Mason
 Tender - Brick; Mason
 Tender - Cement/Concrete;
 Pipelayer; and Sandblaster..\$ 26.11 13.95

 PAIN1052-001 05/01/2020

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 25.50	14.15
Spray.....	\$ 26.85	14.15

 PAIN1052-004 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 27.15	15.00
Hand work.....	\$ 27.15	15.00
Machine work.....	\$ 27.15	15.00

 PLAS0016-013 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

 PLUM0370-008 06/01/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation & Excludes HVAC System Installation).....	\$ 40.71	21.75
PLUMBER (Excludes HVAC Pipe & System Installation).....	\$ 39.81	20.95

 SFMI0669-003 04/02/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.97	24.56

 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
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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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: MI20220157 02/25/2022

Superseded General Decision Number: MI20210157

State: Michigan

Construction Type: Heavy
PIPELINE

Counties: Michigan Statewide.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022
2	02/25/2022

ENGI0325-012 05/01/2021

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85
GROUP 3.....	\$ 29.60	24.45

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

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

LAB01076-005 04/01/2021

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 23.92	12.95
Zone 2.....	\$ 22.22	12.95
Zone 3.....	\$ 20.35	12.95
Zone 4.....	\$ 19.77	12.95
Zone 5.....	\$ 19.75	12.95

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

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

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

Zone 5 - Remaining Counties in Michigan

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: MI20220158 02/25/2022

Superseded General Decision Number: MI20210158

State: Michigan

Construction Type: Heavy
HAZARDOUS WASTE REMOVAL

Counties: Michigan Statewide.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0325-011 10/01/2011

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators - hazardous waste removal: (AREA 1)		
AREA 1: LEVEL A		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 34.68	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 34.98	19.70
GROUP 1.....	\$ 32.03	19.70
GROUP 2.....	\$ 27.80	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 33.00	19.70
AREA 1: LEVEL B AND C		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 33.73	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 34.03	19.70
GROUP 1.....	\$ 31.08	19.70
GROUP 2.....	\$ 26.85	19.70
Regular crane operator, mechanic, dragline operator, boom truck		

operator and concrete pump with boom operator, power shovel operator.....	\$ 32.05	19.70
AREA 1: LEVEL D WHEN CAPPING LANDFILL		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.18	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.48	19.70
GROUP 1.....	\$ 29.53	19.70
GROUP 2.....	\$ 25.30	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 29.88	19.70
AREA 1: LEVEL D		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.43	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.73	19.70
GROUP 1.....	\$ 29.78	19.70
GROUP 2.....	\$ 25.55	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 30.75	19.70
Power equipment operators - hazardous waste removal: (AREA 2)		
AREA 2: LEVEL A		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 32.97	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 33.27	19.70
GROUP 1.....	\$ 30.32	19.70
GROUP 2.....	\$ 25.92	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 31.29	19.70
AREA 2: LEVEL B AND C		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.91	19.70
Engineer when operating		

crane with boom and jib or leads 220' or longer....\$ 32.23	19.70
GROUP 1.....\$ 29.37	19.70
GROUP 2.....\$ 24.98	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 30.34	19.70
AREA 2: LEVEL D WHEN CAPPING LANDFILL	
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.47	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.77	19.70
GROUP 1.....\$ 27.82	19.70
GROUP 2.....\$ 23.43	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 28.79	19.70
AREA 2: LEVEL D	
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.72	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 31.02	19.70
GROUP 1.....\$ 28.07	19.70
GROUP 2.....\$ 23.68	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 29.04	19.70

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

Group 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached

to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

LAB00005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 23.58	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		

Levels A, B or C.....\$ 21.80	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)	
Levels A, B or C.....\$ 21.39	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.80	12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)	
Levels A, B or C.....\$ 25.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.64	12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)	
Levels A, B or C.....\$ 24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)	
Levels A, B or C.....\$ 25.17	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.17	12.90
Laborers - hazardous waste	

abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.93		14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.93		14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....\$ 29.93		16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.93		16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....\$ 31.75		14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 31.75		14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....\$ 29.93		16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.93		16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....\$ 25.75		16.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.75		16.35

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 paragraph (a)(1)(iv) of this section; 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 Sec. 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 paragraph (a)(1)(ii) of this section) 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) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) 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 (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) 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.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 the (write in name of agency). 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 the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 section 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 the sponsoring government agency (or the applicant, sponsor, or owner).

(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 Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) 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, the Federal agency 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, 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 29 CFR 5.5.

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for 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 paragraph (b)(1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor, 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 paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Debarment Certification

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

Attachment 2

***Certification Regarding
Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

AGREEMENT

THIS AGREEMENT is by and between _____ City of Owosso _____ (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Project consists of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, and accessway gaskets, providing roof ladder; recoating of the pump house piping; ancillary mechanical, electrical and site improvements; and cleaning, disinfection, filling, and returning the Standpipe and the Water Tower to service.

ARTICLE 2 – THE PROJECT

2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Tower and Standpipe Rehabilitation, DWSRF #7458-01

ARTICLE 3 – ENGINEER

3.1 The Project was designed by OHM Advisors.

3.2 The Owner has retained OHM Advisors, 34000 Plymouth Rd, Livonia, MI 48150 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Days*

A. Work onsite will commence within 5 days of issuance of the Notice to Proceed.

B. Substantial Completion Milestone 1: Work at the Standpipe site consisting of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, and accessway gaskets, providing roof ladder; recoating of the pump house piping; ancillary

mechanical, electrical and site improvements; and cleaning, disinfection, filling, and return of the tank to service. This work will be substantially complete by July 30, 2022.

- C. Substantial Completion Milestone 2: Work at the Tower site consisting of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, accessway gaskets, and mud valves ancillary mechanical, electrical and site improvements; and cleaning, disinfection, filling, and return of the tank to service. This work will be substantially complete by October 21, 2022.
- D. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2022.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion Milestone 1: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.B above for Substantial Completion until the Work is substantially complete.
 2. Substantial Completion Milestone 2: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.C above for Substantial Completion until the Work is substantially complete.
 3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1,250,000-Gallon Standpipe

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization and General Conditions	1	LS		
2	Furnish and install roof ladder	1	LS		
3	Replace vent with vacuum relief vent	1	LS		
4	Provide overflow pipe modifications	1	LS		
5	Furnish and weld cathodic lift hole plates to roof	1	LS		
6	Remove cathodic protection system	1	LS		
7	Furnish and install roof hatch gasket	1	LS		
8	Abrasive blast clean and repaint pump house piping with epoxy system	1	LS		
9	Abrasive blast clean and repaint Standpipe interior with epoxy system	1	LS		
10	Power wash, spot power tool clean and recoat Standpipe exterior with polyurethane system	1	LS		
11	Furnish and install Gridbee mixing system	1	LS		
12	Digital Recorded Preconstruction Video	1	LS		
Total of All Unit Price Bid Items at Standpipe Site					

600,000-Gallon Tower

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization and General Conditions	1	LS		
2	Replace vent with vacuum relief vent	1	LS		
3	Provide overflow pipe modifications and concrete splash pad	1	LS		
4	Remove cathodic protection system	1	LS		
5	Replace mud valve	1	LS		
6	Provide grated cover on fill line	1	LS		
7	Furnish and install roof hatch and access tube gaskets	1	LS		
8	Abrasive blast clean and repaint wet interior with epoxy system	1	LS		
9	Abrasive blast clean and repaint dry interior with epoxy system	1	LS		
10	Power wash, spot power tool clean and recoat exterior with polyurethane system	1	LS		
11	Furnish and install Gridbee mixing system	1	LS		
12	Digital Recorded Preconstruction Video	1	LS		
Total of All Unit Price Bid Items at Tower Site					

Contract Total of All Unit Price Bid Items	
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions

6.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly schedule during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.3 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited Site, conducted a thorough, alert visual examination of the Site and adjacent area, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to the existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any,

at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. City of Owosso Contract Conditions (pages 1 to 5, inclusive).
 - 2. Local Preference Policy (pages 1 to 6, inclusive).
 - 3. This Agreement (pages 1 to 9, inclusive).
 - 4. Performance bond (pages 1 to 3, inclusive).
 - 5. Payment bond (pages 1 to 3, inclusive).
 - 6. Other bonds, N/A.
 - 7. Contractor's Affidavit (pages 1 to 1, inclusive)
 - 8. General Conditions (pages 1 to 72, inclusive).
 - 9. Supplementary Conditions (pages 1 to 9, inclusive).

10. Specifications as listed in the table of contents of the Project Manual.
 11. The Drawings listed on the attached sheet index.
 12. Addenda (number X, X inclusive).
 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _ to _, inclusive).
 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors. Assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CITY OF OWOSSO

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Owosso

301 West Main Street

Owosso, MI 48867

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction video recording.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and adjoining parcels with notation of vantage points marked for location and direction of each video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Video Recordings: Submit video recordings within seven days of recording.
 - 1. Submit video recordings on CD-ROM or thumb drive or by uploading to web-based project software site. Include copy of key plan indicating each video's location and direction.
 - 2. Identification: With each submittal, provide the following information in file metadata tag or on web-based project software site depending on submittal method:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.3 FORMATS AND MEDIA

- A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- B. Metadata: Record accurate date and time and GPS location data from camera.
- C. File Names: Name media files with date and sequential numbering suffix.

1.4 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.

- B. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed, existing conditions, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- D. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Engineer.
 - 1. Flag construction limits before recording construction video recordings.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing homes or residences either on or adjoining Project site to accurately record physical conditions at the start of construction, including ones facing construction (east) and behind the Project site (west). Also record physical conditions of interior of existing wet well.
 - 4. Show protection efforts by Contractor.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

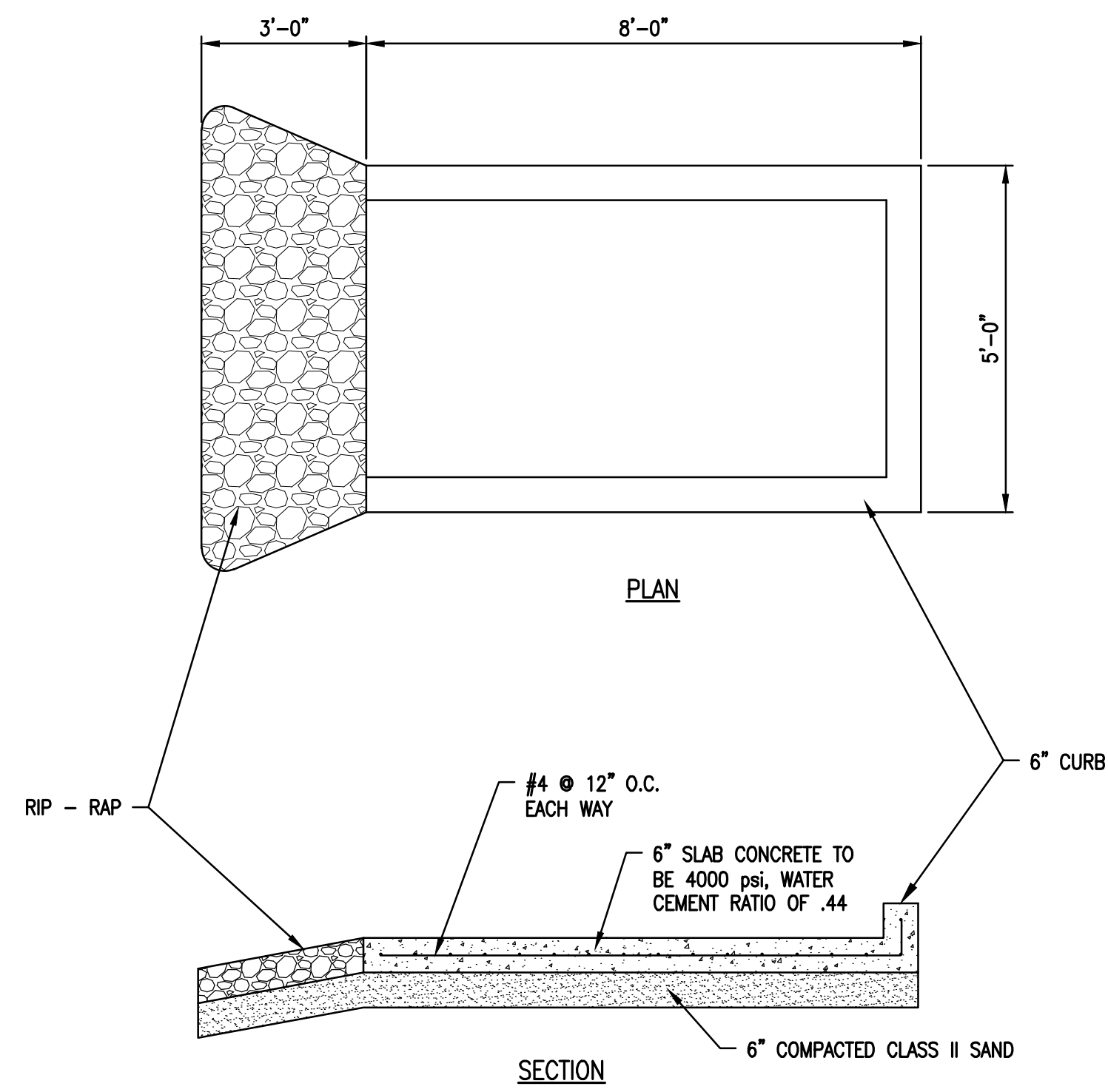
- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

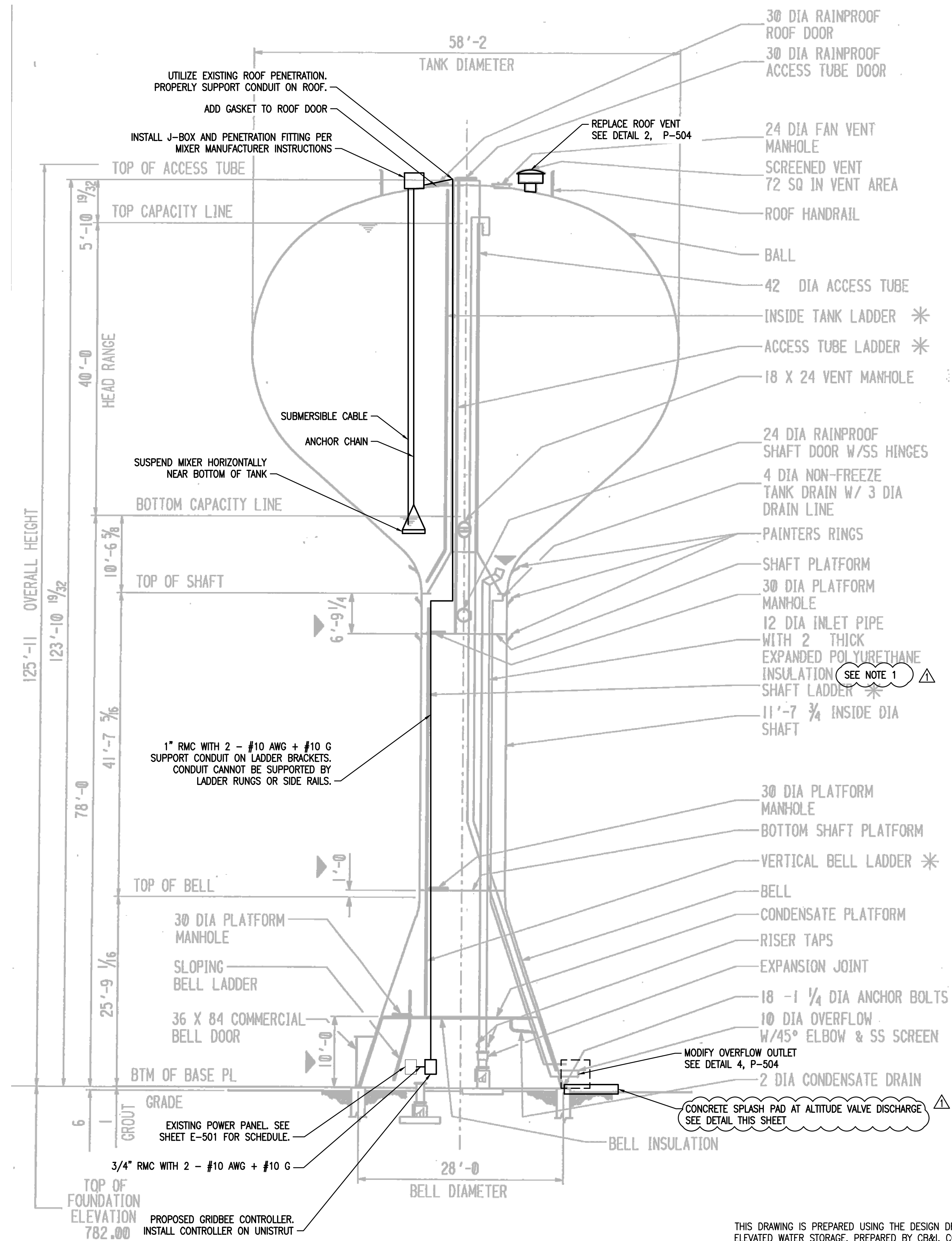


EXISTING INVISALINK EQUIPMENT ON TOP OF TOWER AND INSIDE BELL TO BE PROTECTED DURING CONSTRUCTION. CONTRACTOR TO COORDINATE WITH CITY OF OWOSSO AND INVISALINK.



OVERFLOW SPLASH PAD DETAIL
NOT TO SCALE

- NOTES:
- SAND BASE SHALL BE MDOT CLASS II COMPACTED TO 95% PROCTOR.
 - CONCRETE SHALL BE 4,000 PSI, MAXIMUM WATER CEMENT RATIO .44, ENTRAINED AIR OF 6 ±1.5%



NOT TO SCALE

THIS DRAWING IS PREPARED USING THE DESIGN DRAWINGS FROM CITY OF OWOSSO ELEVATED WATER STORAGE, PREPARED BY CB&I, CONTRACT NO 961418, DATED JULY 24, 1996. THEY ARE MADE AVAILABLE FOR BIDDER'S CONVENIENCE AND INFORMATION, BUT ARE NOT A WARRANTY OF EXISTING CONDITIONS. TECHNICAL INFORMATION THAT THE CONTRACTOR MAY RELY UPON IS LIMITED TO THE NOTATIONS ADDED TO THE DRAWING. QUANTITIES AND DIMENSIONS ARE NOT GUARANTEED AND THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY THE PROPOSED WORK FOR ALL CONSTRUCTION ACTIVITIES.

NOTES:
 1. INSULATION TO REMAIN. PROVIDE VIDEO OF EXISTING CONDITION PRIOR TO CONSTRUCTION. PROTECT INSULATION DURING CONSTRUCTION ACTIVITIES. REPAIR DAMAGE FORM CONSTRUCTION AS NEEDED.



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DRAWING PATH: P:\0000_01\00002021\040_Water_Tank_Rehab\Drawings\Facilities\1044\TOWER_ELEV.dwg Mar 03, 2022 - 10:35am

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