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Eckstein Park Restroom Improvements

ITB-W-1253

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Advertisement

The CITY OF WARREN, MACOMB COUNTY, MICHIGAN will receive electronic proposals for **City Project ITB-W-1253, Eckstein Park Restroom Improvements.**

The scope of the project is to furnish all materials, supplies, and labor to complete construction and repairs at Eckstein Park, at the address listed in the construction documents, in accordance with the contract documents within the time frame specified in the documents and according to the prices listed the bid form.

The Contractor shall furnish all materials, labor and equipment necessary and incidental to complete the Work as set forth in this bid advertisement in accordance with the City of Warren standards. These principal items include, but are not limited to:

The City of Warren requires that all contractors and subcontractors employed on this project, pay prevailing wages as listed in the most current prevailing wage survey of the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Program.

To be considered for award, the bidder must submit their bid electronically via BidNet (MITN) procurement system at www.bidnetdirect.com. Bids will be received electronically **until 12:30 p.m., local time, Wednesday, April 2, 2025.** No bids will be received after this time and date. Copies of plans and specifications may be downloaded from the BidNet (MITN) procurement system at www.bidnetdirect.com, starting on **February 20, 2025.**

There will be a pre-bid meeting followed by a site visit held on **Thursday, March 6, 2025 beginning at 11:00 a.m. local time.** This is a **mandatory pre-bid meeting**; prospective bidders must attend. Bids will not be received or considered from parties that were not represented at the pre-bid meeting. The mandatory pre-bid meeting will be held at Eckstein Park.

Bids will be read aloud at 1:00 p.m., local time, via Zoom teleconference at www.zoom.us. Zoom information is listed below:

<https://cityofwarren.zoom.us/j/84023835819?pwd=tjyFZc65KME2LZmFKfiIgQxCHwQBxX.1>

Meeting ID: 840 2383 5819

Passcode: 282474

Dial by your location: 1 312 626 6799

For technical questions regarding the BidNet site, please contact the BidNet help desk at (800) 835-4603 and choose option 2.

Each bid must be accompanied by a five percent (5%) Bid Bond or Certified Check as security for acceptance of the Contract. A pdf version of this bid bond or certified check must be included in the bid. The original bid bond or check must be submitted prior to recommendation for award of bid.

The successful bidder will be required to furnish the required bonds, public liability and property damage insurance, and Workmen's Compensation Insurance.

The City reserves the right to reject any or all bids and to waive any irregularities in bidding. The City also reserves the right to select multiple bids to fulfill the requirements of this project. No bid may be withdrawn after the scheduled closing time for receiving bids for at least sixty (60) days.

Lori Stone, Mayor

INSTRUCTIONS TO BIDDERS

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1. RECEIPT AND OPENING OF BIDS

The City of Warren, Macomb County, Michigan invites bids electronically at BidNet (MITN) procurement system at www.bidnetdirect.com for **Eckstein Park Restroom Improvements (ITB-W-1253)**. Bids will be received electronically online until 12:30 p.m., local time, **Wednesday, April 2, 2025**. Copies of plans and specifications may be downloaded from the BidNet (MITN) procurement system at www.bidnetdirect.com, starting on **February 20, 2024**. For technical questions regarding the BidNet site, please contact the BidNet help desk at (800)835-4603 and choose option 2.

In order to have your bid considered for award, vendors are required to attend a Mandatory Pre-Bid Meeting and Site Tour, which will be held on March 6, 2025 at 11:00 am EST, at Eckstein Park, located at 31950 Mound Rd., Warren, MI 48092.

2. TITLE VI NON-DISCRIMINATION

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. PREPARATION OF THE PRICING SHEET

All Pricing Sheets must be completed and submitted electronically via the BidNet (MITN) procurement system at www.bidnetdirect.com. No other forms of submittal will be accepted.

The pricing sheets received will be compared on the basis of the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In the case of discrepancy between the total shown in the Pricing Sheet and that obtained by adding the products of the quantities of items at the unit prices, the unit prices in the Pricing Sheet shall govern and any errors found in products, and in the addition, will be corrected.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

4. BID SECURITY

Each bid must be accompanied by a **scanned pdf version** of a cashier's check, certified check of the bidder, or a bid bond (**a company or personal check is not acceptable**) duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid as a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract in the attached form to do the work covered by the Bid and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such checks or bid bonds will be returned to all except the three lowest bidders within seven days after the opening of bids.

The original bid bond/check/money order must be submitted to the City prior to the City issuing a recommendation for award to Warren City Council.

BIDDERS WHO DO NOT HAVE A BID SECURITY ATTACHED TO THEIR BIDS, WILL HAVE THEIR BIDS REJECTED.

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served by the City upon the bidder.

The bidder to whom the Contract shall have been awarded will be required to execute five (5) copies of the Contract in the form attached hereto and to furnish surety and insurance certificates, all as required. In case of the bidder's refusal or failure to do so within ten (10) days after award, the bidder will be considered to have abandoned all rights and interests in the award, and the bid deposit may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified bidder or the work re-advertised as the City may elect.

6. SECURITY FOR FAITHFUL PERFORMANCE

The bids shall be accompanied by a letter from a surety company, satisfactory to the City stating that the necessary bonds will be furnished to the Contractor bidding in the event they are the successful bidder.

The successful contractor will be required to furnish the following guaranty bonds:

- a. The Contractor shall furnish a surety bond in an amount at least equal to 100% of the Contract price as security for faithful performance of this Contract.
- b. The Contractor shall furnish a separate surety bond in an amount at least equal to 100% of the Contract price as security for payment of all persons performing labor, furnishing materials and renting equipment in connection with this Contract.
- c. The Contractor shall furnish a maintenance and guarantee bond in an amount at least equal to one-hundred percent (100%) of the Contract price.

Premiums for the performance bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premium is paid in full shall accompany the bonds.

The approved bond form shall be utilized and executed by a duly authorized surety company satisfactory to the City.

7. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Pricing Sheet, including all incidentals necessary to fully complete the project in accordance with the contract Documents.

9. CONSTRUCTION CONDITIONS

Each bidder shall visit the site of the work and fully acquaint themselves with conditions relating to construction and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications.

It is also expected that the bidder will obtain information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect this work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint themselves with existing conditions shall in no way relieve the contractor from any obligation with respect to their bid or to the Contract.

The Contractor, as such and as bidder, shall make their own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions they may encounter or create, without extra cost to the City.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. ADDENDUMS AND EXPLANATIONS

No verbal answers to inquiries regarding the meaning of the drawings or specifications or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative.

Explanations desired by bidders shall be requested of the City in writing. If explanations are necessary, a reply will be made in the form of an addendum. Every request for such an explanation shall be submitted electronically to Craig Treppa in the Purchasing Department. Email: ctreppa@cityofwarren.org.

Addendums issued to bidders prior to the date of receipt of bids shall become a part of the specification, and all contract documents shall include the work described in the Addendums.

Any inquiry received before 12:00 Noon local time on **Tuesday, March 11, 2025** will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addendums which, if issued, will be electronically posted on the bid procurement website BidNet (MITN) at www.bidnetdirect.com.

The prospective Bidder shall be responsible for obtaining any Addendums that may be issued. Failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under his bid as submitted.

11. NAME, ADDRESS AND LEGAL STATUS OF BIDDER

To be considered for award, the bidder must submit a Pricing Sheet electronically via Bidnet (MITN) procurement system at www.bidnetdirect.com.

Submittal of Pricing Sheet signifies that the bidder agrees to all terms and conditions of this bid's contract documents. The bidder also must answer the Questions for Vendors section.

The place of residence of each bidder, or the office address in the case of the firm or company, with county and state, must be given.

Any person(s) submitting and signing as an agent of another or others shall submit with their bid legal evidence showing authority to do so.

12. COMPETENCY OF THE BIDDER

The reading of the bid shall not be construed as an acceptance of the bidder as a responsible bidder. The City reserves the right to determine the responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources.

In the event that the City shall require certified supporting data regarding the qualifications of the bidder in order to determine whether the bidder is a responsible

bidder, the bidder will be required to furnish the following information sworn to under oath by him/her.

- a. The bidder's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the Owner, date built, and construction cost.
- b. A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percentage of completion to date of each job.
- c. An itemized list of the bidder's equipment available for use on the proposed contract.
- d. A listing of the major parts of the work which are proposed to be sublet.
- e. The bidder's certified financial statement, dated within sixty days prior to the opening of bids. The City may require that any items of such statements be further verified.
- f. Evidence that the bidder is licensed to do business in the State of Michigan, in case of a corporation organized under the laws of any other State, the name and address of the resident agent.
- g. A construction schedule for that portion of the contract for which he/she is under consideration for award based on starting construction within ten (10) days after receiving "Notification to Proceed."
- h. Such additional information as will satisfy the City that the bidder is adequately prepared to fulfill the contract.
- i. Contractor shall provide proof of registration or proof of recent registration with the System for Award Management (SAM).

13. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of a bid or bids:

- a. Evidence of collusion among bidders.
- b. Lack of competency as revealed by either financial experience or plant equipment statements as submitted.
- c. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

- d. Uncompleted work under other contracts, which, in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- e. Being in arrears on existing contracts, in litigation with the City, or having defaulted on a previous contract.

14. SUBCONTRACT PROVISIONS

The Contractor may subcontract as stipulated in Section 218 of the General Conditions of the Contract.

However, the City reserves the right to request the Contractor to submit the name(s) and address(es) of the proposed subcontractors. Approval of any subcontractor will not be given unless and until it is determined by the City that they are qualified to bid on the type and magnitude of work proposed and shall have executed a subcontract in a form acceptable to the City.

The Contractor shall abide by the provisions set forth herein. Any item of work performed by other than the contractor or approved subcontractors will be considered as unauthorized and shall not be paid for under the provisions of the contract.

Failure to submit a list of proposed contractors if requested by the City may be considered as sufficient reason for rejection of the bid.

15. BASIS OF THE PRICING SHEET

Bids are solicited on the basis of unit prices for each type of work and lump sums for special structures and unit prices for contingent items of additional work all as set forth in the form of Pricing Sheet. Pricing Sheets will be compared on the basis of the quantities stated therein and the prices offered for each item.

Alternates may have been included in the Pricing Sheet for the offering of prices for certain combinations of the various sections of the work.

Prices may be offered for any or all alternates included as specified in the Special Conditions.

16. INCREASE OR DECREASE OF QUANTITIES

The quantities as shown in the Pricing Sheet may be approximate and are given only as a basis of calculation for comparing bids and awarding contracts. The City does not guarantee that the actual quantities involved will correspond with the estimate. Payment to the Contractor will be made only for the actual quantities of work performed in accordance with the plans and specifications.

The Engineer reserves and shall have the right under the Contract to make such changes, from time to time, in the plans and in the quantities of work, as may be

necessary or desirable to insure the completion of the work in the most satisfactory manner in accordance with the specifications.

In case a satisfactory adjustment in price cannot be reached for any such item, the City reserves the right to terminate the Contract as it applies to the item in question and make such arrangements as it may deem necessary to complete the work.

17. METHOD OF AWARD

If at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the Contract, the Contract will be awarded on the base bid only. If the bid exceeds such amount, the City may reject all bids or may award the Contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed to produce a net amount which is within available funds.

The City reserves the right to accept any bids, to reject any or all bids, and to waive defects or irregularities in any Pricing Sheet. In particular, any alteration, erasure or interlineation of the Contract documents and of the Pricing Sheet shall render the accompanying Pricing Sheet irregular and subject to rejection by the City.

18. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder agrees to commence work under this contract on or before the date to be specified in the "Notice to Proceed" issued by the City and to fully complete the entire project within **150 consecutive calendar days** thereafter. The Bidder further agrees to pay as liquidated damages the sum of **\$ 500.00** for each consecutive calendar day the project is not completed as provided in Section 242 of the General Conditions. In addition to liquidated damages, the Contractor will be responsible for the cost of crew days as stipulated in the Supplemental Specifications of the Contract.

**City of Warren, City Parks Eckstein Park Restroom
Improvements
ITB-W- 1253**

Eckstein Park

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Demolition	1	@ Lump Sum	=\$ _____
2. Doors, Frames & Hardware	1	@ Lump Sum	=\$ _____
3. Quarry Tile Floor	1	@ Lump Sum	=\$ _____
4. Concrete & Masonry New Construction	1	@ Lump Sum	=\$ _____
5. Exist. Broken/Damaged CMU Repair	9	@ EA	=\$ _____
6. Exist. CMU Repointing	50	@ LF	=\$ _____
7. Toilet Partitions	1	@ Lump Sum	=\$ _____
8. Toilet Accessories	1	@ Lump Sum	=\$ _____
9. Plumbing	1	@ Lump Sum	=\$ _____
10. Mechanical	1	@ Lump Sum	=\$ _____
11. Electrical	1	@ Lump Sum	=\$ _____
12. Paint & Miscellaneous	1	@ Lump Sum	=\$ _____
13. Existing Floor Crack Epoxy Injection	10	@ LF	=\$ _____
14. Roof Replacement	1	@ LS	=\$ _____
15. Project Contingency Allowance (Mandatory)	1	@ Lump Sum	=\$ <u>27,000</u>

Total \$ _____

Approximate Duration of These Activities _____ Calendar Days

A preliminary schedule of construction activities is to be included with this bid.

ACKNOWLEDGMENT OF ADDENDA:

In the event that any addenda are posted on the MITN system, acknowledge receipt of the addenda by indicating the addenda number below and sign in the space provided. A copy of each addenda posted should be included in your proposal:

Addenda #1: _____ Signed: _____

Addenda #2: _____ Signed: _____

Addenda #3: _____ Signed: _____



CONTRACT

THIS CONTRACT, Made and entered into this _____ day of _____, **2025**, by and between the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, a municipal corporation, called “the Owner”, and _____, “the Contractor”, whose address is _____.

WITNESSETH, that the Contractor and the Owner will execute this contract in five (5) counterparts, each of which shall be deemed an original, for the considerations hereinafter named, agree as follows:

ARTICLE I - THE WORK

It is agreed that the Contractor shall furnish all labor, materials, and equipment, and perform all of the work shown and called for on the Drawings and described in the Specifications entitled – **Eckstein Park Restroom Improvements Project, ITB-W-1253** prepared by the City Engineer or designee, acting as, and in these Contract Documents entitled, the Engineer, and shall comply with all provisions of the Contract Documents. The Contract Documents which are incorporated by reference and made a part of this Contract are defined to include the Contract, Bonds, Drawings, Advertisement, Instructions to Bidders, Proposal, Standard Specifications, General Conditions, Supplemental Specifications and any supplements or amendments agreed to by both parties.

It is agreed that the quantities of the anticipated concrete repairs can only be estimated and that the Contractor acknowledges and agrees that the City **does not guarantee** the amount of work that will be provided pursuant to this Contract.

ARTICLE II - THE TIME

It is agreed that the Contractor shall, upon execution of this Contract, begin work within ___ consecutive calendar days from the date of the Notice to Proceed, and shall prosecute the work in such manner as to bring the entire work to completion within **150 Calendar Days**, except as such time limits may be advanced in accordance with the provisions herein.

The time of beginning, rate of progress and date of completion are considered essential elements of the Contract. Section 241 and 242 of the General Conditions portion of this contract shall apply to issues of progress of work and time for completion.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damages on account of any cause or delay; but Contractor shall in such case be entitled to such an extension of the above time limit herein, as the Engineer shall adjudge to be just and reasonable; provided, however that formal claim for such extension shall be made in writing by the Contractor within 72 hours after the date upon which such alleged cause or delay shall have occurred.

ARTICLE III - DIFFERING SITE CONDITIONS CLAUSE

It is agreed that in all improvement contracts that exceed \$75,000.00 if a surface or subsurface condition differs materially from those stated in this contract, the Contractor shall promptly notify the Owner in writing before disturbing the physical condition of the property. If after prompt inspection by the Owner, any materially different condition increasing or decreasing the cost or time needed to perform the contract is determined to exist, a written adjustment shall be made to modify the contract. The Contractor will not be entitled to an adjustment if no notice of the materially differing condition is given in writing to the Owner, or if the Contractor has already received final payment under this contract.

ARTICLE IV - LIQUIDATED DAMAGES`

It is expressly covenanted and agreed that response time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail to perform the entire work agreed to by or at the times herein mentioned or referred to in Article II, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article II, the Contractor shall pay unto the Owner as and for liquidated damages and not as a penalty, the sum of **\$500.00** for each and every calendar day that the Contractor shall be in default. Said sum of **\$500.00** per calendar day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults. It is also understood and agreed that the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this Contract, which said sums the Owner shall have the right to deduct from any monies in his hands otherwise due or to become due to the Contractor or to sue for and recover compensation for damages for non-performance of this contract at the time stipulated herein and provided.

ARTICLE V – OWNER’S RIGHT TO COMPLETE

It is agreed that if at any time the Contractor should abandon the work; or should be adjudged as bankrupt, or if the performance of this Contract is being unnecessarily or unreasonably delayed; or if the Contractor should make a general assignment for the benefit of creditors; or a receiver should be appointed on account of Contractor’s insolvency; or if the Contractor should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient materials for the work; or should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or should persistently disregard laws or ordinances or the directions of the Engineer; or should willfully and repeatedly violate any of the substantial provisions of this Contract, then in such case the Owner, after giving the Contractor and Contractor’s sureties written notice thereof, may order the Contractor to discontinue all work under this Contract, or any part thereof. Thereupon, the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor.

The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor.

It is expressly stipulated and agreed that from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of its agents or employees shall remove or make any effort directly or indirectly to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Contract.

ARTICLE VI – TITLE VI NON-DISCRIMINATION PLAN

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest ("the Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish it, the contractor shall certify to the State Highway Department or the Federal Highway Administration what efforts it made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the non-discrimination provisions of this contract, the City shall impose such sanctions as it or the Federal Highway Administration deem appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to the Contractor under this Contract, or their claim thereto, except with the written consent of the Owner or to satisfy an unpaid claim.

ARTICLE VIII - THE CONTRACT SUM

It is agreed that, in consideration of the faithful performance by the Contractor of work assigned by the City, under the terms of the Contract- **Eckstein Park Restroom Improvements project, ITB-W-1253**, consistent with the bid unit prices submitted by the Contractor specified in the Contract Proposal, the amount paid to the Contractor for work done under the terms of this Contract shall not exceed open _____, as approved by the City Council, based upon unit prices set forth in the proposal.

Such an amount shall be modified by such sums for alterations as may have been determined under the provisions of the General Conditions herein, and diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provisions of Article IV of this Contract.

The Contractor shall submit written requests for monthly progress payments to the Owner Engineer by the 24th day of each month in accordance with Section 251 of the General Conditions portion of this contract.

At about the close of each month the Engineer will make an estimate of the amount and value of the work which has been satisfactorily done under this Contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the Contractor shall demand partial or final estimates or payments, Contractor shall furnish to the Owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who 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 Owner may deem necessary to meet the lawful claims of such persons may be retained by the Owner 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 Owner.

Each monthly progress payment request, including reasonable interest if requested in compliance with Public Act No. 524 of the Public Acts of 1980, shall be paid within 1 of the following time periods whichever is later:

- a. Thirty days after the Engineer has certified to the owner that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the Contract Documents.
- b. Fifteen days after the Owner has received the funds with which to make the progress payment from a department or agency of the Federal or State government, if any funds are to come from either of those sources.

Upon failure of the Owner to make a monthly progress payment, within the preceding time limits, the person designated by the Contractor to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this Contract.

As soon as practicable after the satisfactory completion of all work covered by this Contract, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of the Contract. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less the sums previously paid and less such sums as the Owner may deem to be necessary to meet the undischarged obligations of the Contractor, for labor, materials or equipment furnished for the work. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or Contractor shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

ARTICLE IX - ANTICIPATED CONDITIONS AND WORK BY OTHERS

The Contractor further acknowledges that Contractor is not entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of Contractor's failing to fully acquaint itself with the site, the conditions, and the work now in place or on account of interference by the Owner or by any other Contractor's activities which affect the work of this Contract.

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Contractor is a Corporation, the following certificate should be executed:

I, _____, certify that I am the
_____Secretary of the Corporation named as Contractor hereinabove; that

who signed the foregoing Contract on behalf of the Contractor, was then
_____of said Corporation; that
said Contract was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

_____(Corporate Seal)

If the Contract be signed by the Secretary of the corporation, the above certificate should be executed by some other officer of the Corporation under the Corporate Seal. In lieu of the foregoing certificate, there may be attached to the Contract copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted and the Contract should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Contract.

If the Contractor should be operating as a partnership, each partner should sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated Power of Attorney evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated Power of Attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

WRITTEN REQUESTS FOR PROGRESS PAYMENTS

Pursuant to MCL 125.1562(1), as amended, the Contractor designates

_____ (name and title)

to submit written requests for monthly progress payments to the Owner's Engineer.

The Contractor may change the above-listed designee by providing written notice of the new designee's name and title to the Owner's Engineer at least seven days before the new designee submits any progress payment requests.

The designee shall submit written requests for monthly progress payments to the Owner's Engineer before the 24th day of each month.

CONTRACTOR

Signature: _____

Printed name: _____

Title: _____

DESIGNEE:

Signature: _____

Printed name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 2025.

Notary Public

_____ County, Michigan

My commission expires: _____

Acting in the County of: _____



Performance Bond

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____
_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 204 of the General
Conditions requires a Performance Bond in an amount equal to one hundred percent (100%) of
the Contract price.

CONDITION:

The condition of this obligation is that if the Principal shall faithfully perform the Contract
according to all conditions, stipulations and specifications contained in the Contract documents,
and complete the construction free and clear of all liens and or claims of every description, and
satisfy all claims and demands incurred, and shall fully indemnify and save harmless the CITY
OF WARREN from all liability and damages of every kind which it may suffer by reason of the

Principal's performance under the Contract, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the CITY OF WARREN in accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

This Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of 1963; MCL 129.201 et. seq.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Principal:

Name

Signature

Name

Printed Name and Title

Witness:

Surety:

Name

Signature

Name

Printed Name and Title*

*Note: Attach copy of Power of Attorney



Payment Bond
for Labor, Material, and Equipment Rental

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____

_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 204 of the General
Conditions requires a Payment Bond in an amount equal to one hundred percent (100%) of the
Contract price.

CONDITION:

The condition of this obligation is that if the Principal shall pay or cause to be paid all
subcontractors, suppliers and other persons, firms and corporations all amounts due or may
become due on account of any labor performed, material furnished, or equipment rented in
connection with the performance of the Contract and satisfy all claims and demands which may

arise from the Principal to all subcontractors, suppliers or other persons, firms or corporations, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect .

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the CITY OF WARREN in accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

This Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of 1963; MCL 129.201 et. seq.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Principal:

Name

Signature

Name

Printed Name and Title

Witness:

Surety:

Name

Signature

Name

Printed Name and Title*

*Note: Attach copy of Power of Attorney



Maintenance and Guarantee Bond

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of _____
_____ dollars (\$ _____)
Amount of Bond

for the payment of which we each bind ourselves, our heirs, executors, administrators,
successors and assigns to the CITY OF WARREN.

The Principal has by written agreement entered into a Contract with the CITY OF WARREN,
titled: _____
Name of Contract

as approved by the Warren City Council on _____ and which Contract is
Date

attached and made a part of this instrument. The Contract in Section 205 of the General
Conditions requires a Maintenance and Guarantee Bond warranting the work for a minimum
of three (3) years from the date of final payment.

CONDITION:

The condition of this obligation is that the Principal has agreed with the City of Warren that
for a period of three (3) years from the date of payment of the Final Estimate, to keep in good
order and repair any defect in the work done under the Contract either by the Principal,

subcontractors or material suppliers, that may develop during the warranty period due to improper materials, defective equipment, workmanship or arrangements; and any other work affected in making good any imperfections shall also be made good all without the consent or approval of the Principal after the final acceptance of the work. Whenever directed to do so by the City of Warren by Notice served in writing, either personally or by mail, on the Principal at

Address of Principal

and on the Surety at: _____

Address of Surety

the Principal shall proceed at once to make such repairs as directed by the City of Warren. In the event the Principal fails to make the repairs as directed within one week from the date of service of the Notice, the City of Warren shall have the right to purchase the materials and employ the labor and equipment as may be necessary to make the repairs and charge the expense to the Principal or Surety.

If any repair is necessary to be made immediately to protect life and property, the City of Warren may take immediate steps to repair or barricade the defects without Notice to the Principal. In such case, the City of Warren shall not be held to obtain the lowest bid, but all expenses actually paid shall be charged to the Principal or Surety. The judgment of the City of Warren is final and conclusive.

The Principal for a period of three (3) years from the date of payment of the Final Estimate shall keep the work performed under the Contract in good order and repair, except parts of the work disturbed without the consent or approval of the Principal after final acceptance of the work; and shall whenever Notice is given proceed to make repairs as the Notice directs; and reimburses the City of Warren for any expense incurred by making the repairs in the event the Principal or Surety failed to do so as specified; and fully indemnifies, defends and

saves harmless the City of Warren from all suits and actions for damages of every kind brought or claimed on account of any injury or damage to person or property sustained from any of the acts or omissions or through the negligence of the Principal, servants, agents or employees in the prosecution of the work included in the Contract, and from any and all claims arising under the Worker's Compensation Act, then the above obligation shall be void, otherwise to remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the City of Warren accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Name

Name

Witness:

Name

Name

Principal:

Signature

Printed Name and Title

Surety:

Signature

Printed Name and Title*

*Note: Attach copy of Power of Attorney

REFERENCES:

Please list a minimum of three (3) municipalities/companies for which your company has provided similar services in the past two (2) years.

1. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Work Performed: _____

2. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Work Performed: _____

3. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Work Performed: _____

4. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Work Performed: _____

INSURANCE REQUIREMENTS:

INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the “Description of Operations” section, that “AGREES TO WAIVE THEIR INSURER’S RIGHT OF SUBROGATION UNDER ITS POLICIES”.

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$50,000
Medical Expense-Any one person	\$5,000
Per project aggregate limit, Independent contractor’s coverage, Broad form property damage Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS’COMPENSATION INSURANCE:

Workers’ compensation insurance shall be statutory under the State of Michigan Workers’ Compensation Act.

UMBRELLA LIABILITY POLICY:

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE “FOLLOWING FORM”

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder’s General Liability, Automobile Liability and Employer’s Liability policies.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

- () Can meet insurance as indicated.
- () Cannot meet but offer the following:

GENERAL CONDITIONS (Effective January 17, 2025)

SIGNATURE

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

ELECTRONIC BID SUBMISSION

Electronic bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, sealed, telegraphic, or telephone bids will NOT be accepted.

The bidder is required to submit their bid electronically via the BidNet (MITN) system in order to be considered for award.

Bids received after 12:30 pm of the date they are due will not be accepted.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

ALTERATION OF BID DOCUMENTS

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

PRICES

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

AWARD

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

TERMINATION

1. Failure to Perform. The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

2. At Will. A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

3. MISREPRESENTATION. In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

SPECIFICATION

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

E-VERIFY

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

NON-IRAN LINKED BUSINESSES

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

PERIOD AGREEMENTS

No Exclusive Contract/Additional Services. The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

PAYMENT TERMS

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

EQUAL OPPORTUNITY CLAUSE

This contract requires adherence to the equal opportunity clause, 41 CFR § 60-1.4.

EXCEPTIONS TO THE BID SOLICITATION

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

WITHDRAWAL OF BID

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

DEFAULT TO CITY

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

BIDDER DISCLOSURE

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

INDEMNITY CLAUSE

To the extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents, and boards and commissions from and against any claim of liability; penalties; damages; attorney fees; professional advisors' fees; settlements; or other fees or expenses arising from or in connection with goods provided and services performed under this Invitation to Bid. The Contractor shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to this Invitation to Bid in which any of the above-listed people or entities are named.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. COMPLIANCE WITH REGULATIONS. The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE. In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAFETY DATA SHEETS

IMPORTANT: All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT

We have read and acknowledge the above GENERAL CONDITIONS

(Signature)

APPENDIX A: LABOR HARMONY THROUGH PREVAILING WAGE ORDINANCE

SEC. 2-334.1.

LABOR HARMONY THROUGH PREVAILING WAGE AND BENEFITS FOR CITY PROJECTS.

(a) Definitions:

City project means new construction, alteration, repair, installation, painting, decorating, completing, demolition, conditioning, reconditioning, or improvement of public roads, land either owned by the city or under the direction and control of the city, public buildings or public facilities authorized by a contracting agent, the cost of which is clearly anticipated to be in excess of fifty thousand dollars (\$50,000.00). "City project" shall not include work done pursuant to any collective bargaining agreement between the city and its employees.

Construction mechanic means a skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice, journeyman or other professional designation working on a city project, but shall not include executive, administrative, professional, office or custodial employees.

Contracting agent means any officer, board, commission or authority of the city authorized to enter into a contract for a city project, or to perform a city project by the direct employment of labor.

(b) Requirements:

(1) Every contract for a city project which is executed between a contracting agent and a successful bidder or an approved responder to a request for proposal for a city project, entered into pursuant to a request for proposal advertisement and/or an invitation to bid for that city project, which requires or involves the employment of construction mechanics, and which is owned, controlled or financed, in whole or in part, by the city, shall contain an express term that the rates of wages and benefits to be paid to each class of mechanics by the bidder and all of his or her Subcontractors shall be not less than the wage and benefits rate prevailing on similar projects in the city. The city's department of public service shall determine the prevailing wage at the rate established by the most recent survey of the Michigan Department of Consumer and Industry Services for prevailing wage determination under Act 166 of the Public Acts of 1965, as amended.

(2) A schedule of the prevailing wage and benefits for the classes of construction mechanics called for in a contract shall be made a part of the specifications for the work to be performed on a city project and shall be printed in the contract forms where work is to be done by contract.

(3) Every Contractor and Subcontractor on a city project shall keep posted in a conspicuous place on the construction site a copy of all prevailing wage and fringe benefit rates prescribed by the contract and shall keep accurate records showing the name, occupation, and actual wages and benefits paid to each construction mechanic employed by him or her in connection with said contract. This record shall be made available on demand for inspection by the contracting agent or the city.

(4) Contract specifications may include, when appropriate, a requirement that the successful bidder shall enter into a project labor agreement with the Greater Detroit Building and Construction Trades Council, AFL-CIO, and its affiliated unions for the development and construction of the project.

(5) The contracting agent, by written notice to the Contractor and the sureties of the Contractor known to the contracting agent, shall terminate the Contractor's right to proceed with that part of the contract and city project for which less than the prevailing rates of wages and benefits have been paid or will be paid, and may proceed to complete the contract by separate agreement with another Contractor. The contracting agent shall withhold payment for work done until liabilities for unpaid wages and excess costs to the city for reletting the work have been met.

(6) In addition to any penalty provisions provided for in this section, any Contractor found to be in violation of this section by any contracting agent shall be prohibited for two (2) years from bidding on any city project, regardless of the anticipated cost of the contract to be bid.

(c) Exemption. The requirements set forth in this section will not apply to a project or contract of the City of Warren, or any of its authorities, agencies or departments, including those authorities, agencies and departments created by the City of Warren under statutes of the State of Michigan, if that project or contract is subject to an exemption from labor standards or prevailing wage requirements under federal or state laws or regulations.

(d) Retroactivity. The provisions of this section shall not apply to contracts entered into or the bids made before the effective date of this section, or the effective date of an amendment to this section.

(Ord. No. 80-519, § 1, 9-23-97; Ord. No. 80-684, § 1, 3-9-10)

Editor's note—

Ord. No. 80-519, § 1, adopted Sept. 23, 1997 amended ch. 2 by the addition of a new [section 2-334.2](#), which provisions have been redesignated at the editor's discretion as [section 2-334.1](#)

APPENDIX B

"General Decision Number: MI20240091 01/19/2024

Superseded General Decision Number: MI20230091

State: Michigan

Construction Type: Building

County: Macomb 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)(1).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 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 2024.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 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 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0025-002 06/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.63	32.91

BOIL0169-001 06/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 39.95	35.38

BRMI0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	25.18
TILE FINISHER.....	\$ 30.75	22.67
TILE SETTER.....	\$ 37.88	22.67

CARP0687-003 06/01/2023

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 40.98	30.22

* CARP1045-001 06/01/2023

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 34.00	27.53

* CARP1102-002 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 35.47	39.24

ELEC0058-001 07/21/2022

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring and Installation of Alarms)		
Installer.....	\$ 30.12	14.57
Technician.....	\$ 39.33	14.95
ELECTRICIAN.....	\$ 48.52	26.11

ELEV0036-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.82	37.335+a+b

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0324-017 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.49	25.35
GROUP 2.....	\$ 46.29	25.35

GROUP 3.....	\$ 44.79	25.35
GROUP 4.....	\$ 44.49	25.35
GROUP 5.....	\$ 43.67	25.35
GROUP 6.....	\$ 42.81	25.35
GROUP 7.....	\$ 41.84	25.35
GROUP 8.....	\$ 40.13	25.35
GROUP 9.....	\$ 31.79	25.35

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2022

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 31.43	34.77
STRUCTURAL.....	\$ 34.85	40.42

IRON0025-022 06/01/2022

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only).....	\$ 25.81	26.43

LAB00259-002 08/01/2023

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings).....	\$ 34.53	15.47

LAB00334-005 06/01/2023

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 25.97	8.60
GROUP 2.....	\$ 23.75	8.60

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

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

LAB01191-002 06/01/2023

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 32.95	16.95

PAIN0022-003 06/01/2022

	Rates	Fringes
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PAINTER: Brush and Roller.....	\$ 32.85	20.41
PAINTER: Drywall Finishing/Taping.....	\$ 32.85	20.41
PAINTER: Spray.....	\$ 26.86	17.66

PAIN0357-002 06/01/2023

	Rates	Fringes
GLAZIER.....	\$ 38.66	20.98

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

PLUM0098-001 06/01/2023

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 35.79	28.28

PLUM0636-003 06/05/2023

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 44.70	35.37

ROOF0149-001 07/01/2021

	Rates	Fringes
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ROOFER.....\$ 38.16 25.91

SFMI0704-001 08/01/2023

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 49.16 32.86

SHEE0080-004 06/01/2022

Rates Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation;
Excluding HVAC System
Installation).....\$ 47.64 26.15

TEAM0247-002 06/01/2023

Rates Fringes

TRUCK DRIVER
GROUP 1
Dump; Flatbed; Pickup.....\$ 29.82 0.70+a+b
GROUP 2
Semi.....\$ 29.97 0.70+a+b
GROUP 3
Lowboy.....\$ 30.07 0.70+a+b

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.

* SUMI2011-016 02/01/2011

Rates Fringes

INSTALLER - OVERHEAD DOOR.....\$ 27.98 0.00
IRONWORKER, ORNAMENTAL.....\$ 18.48 7.93

TRUCK DRIVER: Tractor Haul
Truck.....\$ 13.57 ** 1.18

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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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 DECISION"

**SPECIFICATIONS
FOR
ECKSTEIN PARK RESTROOM IMPROVEMENTS
ITB-W-1253**

City of Warren



**ISSUED FOR BIDS
FEBRUARY 13, 2025**

HRC JOB NO. 202001065



**555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824**

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCHEDULE FOR SUBMISSION

- A. Submittal procedures
- B. Submittal Review
- C. Proposed Products list
- D. Shop Drawings, Product Data, and Samples
- E. Manufacture's installation instructions
- F. Manufacture's certificates

1.2 RELATED SECTIONS

- A. Section 00400 - General Conditions and Insurance Requirements
- B. Section 01400 - Quality Control
- C. Section 01700 - Contract Closeout

1.3 SCHEDULE FOR SUBMISSION

- A. Prior to submitting any shop drawings, product data, portfolios, samples, etc. the Contractor shall prepare a summary, listing all items in the project which he will submit for review by the Engineer.
- B. The summary shall be submitted within twenty (20) calendar days after receipt of Notice to Proceed and shall be updated once per month thereafter.
- C. The summary shall include the proposed dates for submittal for each item for control purposes. The summary shall be prepared in coordination with the Project Schedule for Construction and adequate time shall be allowed therein for review and possible resubmittal.
- D. The summary and schedule for submittals shall not relieve the Contractor of his obligation to comply with specification requirements for items not listed on the schedule.
- E. Nothing herein shall be construed as allowing additional time for completion of the project in the event resubmittal is required for shop drawings or the other items to be submitted.

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1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer approved transmittal form.
- B. Sequentially number the transmittal form. Re-submittals shall have original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to the Engineer in a manner to allow sufficient time for review and processing by the Engineer so as to not cause delays in the Work. Coordinate submission of related items.
- F. All drawings, information and documentation shall be prepared and submitted with all words in the English language and dimensions in American units. No foreign language or metric units will be permitted.
- G. Identify variations from Contract Documents and Products and system limitations which may be detrimental to successful performance of the completed work.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required and identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals to all concerned and related parties. Instruct parties to promptly report any inability to comply with provisions.
- K. The Engineer reserves the right to refuse to check or review any submittal of a subcontractor or manufacturer which is not presented in compliance with the foregoing requirements.
- L. Electronic Submittals:
 - 1. All electronic submittals shall follow the procedures outlined above.
 - 2. Electronic submittal procedures are only applicable to Shop Drawings and product data submittals.
 - 3. Electronic submittals shall be made in a standard format the Engineer has agreed in advance to accept, JPEG, TIF, DGN, DXF, DWG, or PDF.
 - 4. Reviewed submittals shall be returned in JPEG, TIF, or PDF electronic format for the Contractor's printing and distribution.

1.5 SUBMITTAL REVIEW

- A. All subcontractors and manufacturers' drawings shall first be sent directly to the Contractor, who shall keep a record of the drawing numbers and the dates of receipt. The Contractor shall check thoroughly all such drawings, as regards measurements, sizes of members, materials, and all other details to assure himself that they conform to the intent of the drawings and the

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specification, and shall promptly return to the subcontractors and/or manufacturers for correction such drawings as are found inaccurate or otherwise in error.

- B. The Engineer will review the Contractor's, subcontractors' and manufacturers' drawings within a reasonable time after receipt thereof and will return one copy endeavoring to indicate, by notation thereon or written instructions, any correction which may be necessary to meet the Contract requirements. The Contractor shall then review such notations and/or instructions and if he concurs therein, shall make or have made such required corrections, and shall, when so noted on the drawings or requested by the Engineer, resubmit corrected drawings to the Engineer as soon as possible, for final review. Such further review by the Engineer will be limited to the corrections only, and the Contractor, by such re-submission shall be held to have represented that such drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer's specific attention to same. Should the Contractor question, or dissent from, such notations and/or instructions, he shall so inform the Engineer and request further clarification before resubmitting the drawings.
- C. The review of Contractor's, subcontractors', and manufacturers' drawings by the Engineer is for coordination and assistance, and the Engineer does not thereby assume responsibility for errors or omissions. Such errors or omissions must be made good by the Contractor, irrespective of the receipt, review of the drawings by the Engineer, and even though the work is done in accordance with such drawings.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement submit list of all major products proposed for use, including those previously called for to be submitted in the Proposal, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Substitutions: Whenever a particular brand or make or type of material, equipment, or other item is specified or is indicated on the Contract Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make or type which in the opinion of the Engineer is equivalent to that specified or indicated may be offered as a substitute, subject to the following provisions:
 - 1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials where feasible to enable the Engineer to determine if the proposed substitution is equal to that specified.
 - 2. Contractor shall submit certified tests where applicable by an independent laboratory, acceptable to the Owner, attesting that the proposed substitution is equal.
 - 3. A list of installations where the proposed substitution is used.
 - 4. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
 - 5. Where the review of a substitution requires revision or redesign of any part of the work, all such revision and redesign and all new drawings and details required, therefore, shall be provided by the Contractor at his own cost and expense and shall be subject to the review of the Engineer.

6. In all cases, the Engineer shall be sole judge as to whether a proposed substitution is to be incorporated into the project. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without review of the Engineer.

1.7 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.
- B. While the contract drawings and specifications propose to be complete in all respects as to layout, type of equipment and materials, they are not intended to serve as detailed sleeve or insert drawings, and the preparation of such drawings required or necessary for this purpose, or to set equipment accurately, shall be the responsibility of the Contractor.
- C. These Contract Documents shall be supplemented by other drawings, product data, samples and portfolios of all equipment, apparatus, materials, etc. furnished by the Contractor and reviewed by the Engineer. All such supplementary drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental drawings or instructions differed from the Contract documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.
- D. These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work, copies of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.
- E. Shop Drawings are drawings, diagrams, schedules other data specifically prepared for the Work by the Contractor or a subcontractor, Subcontractor manufacturer, supplier or distributor to illustrate some portion of the Work.
- F. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of these submittals is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- G. Product Data are illustrations, standard schedules, performance charts, instructions, catalog cuts, brochures, diagrams, materials lists and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- H. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- I. The Contractor shall review, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents requested by the Engineer or Owner or otherwise necessary for the proper execution of the work, with reasonable promptness and in such sequence as to cause no delay in the Work or in the

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activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

- J. The Contractor shall perform no portion of the Work requiring submittal, resubmittal, and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Engineer. Such Work shall be in accordance with reviewed submittals.
- K. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or contained within such submittals with the requirements of the Work and of the Contract Documents.
- L. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Engineer's review thereof, as the Engineer's review is intended to cover compliance with the Contract Document and not to enter into every detail of the shop work.
- M. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those required by the Engineer on previous submittals.
- N. When professional certification of performance criteria of materials systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- O. Shop Drawings
 1. Submit in the form of two legible opaque copies.
 2. One reviewed copy will be returned to the Contractor for his duplication and distribution.
 3. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article herein and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- P. Product Data
 1. Submit two copies of the documents which the Engineer requires. One reviewed copy will be returned to the Contractor for his duplication and distribution.
 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
 3. Product data shall be bound with an index sheet containing a space at least 5" x 8" for review stamps and notes.
 4. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

Q. Samples

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of sufficient size and representative of finishes indicating textures, and patterns for Owner selection.
3. Include identification on each sample, with full Project information.
4. Submit the number of samples specified in individual specification sections; two of which will be retained by the Engineer.
5. Reviewed samples which may be used in the work are indicated in individual specification sections.

1.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, operating, maintaining and finishing to the Engineer in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

1.9 MANUFACTURER CERTIFICATES

- A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product meets or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References.
- D. Mockup.
- E. Inspecting and testing laboratory services.
- F. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MOCK-UP

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups are representative of the quality required for the Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

1.7 INSPECTING AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing, as required.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

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1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.
2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

- F. Testing or inspecting does not relieve Contractor of performing Work to contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting inspecting or testing charges from the Contract Sum.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to Engineer for information.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General Provisions.
- B. Transportation and handling.
- C. Storage and protection.
- D. "Or Equal" Clause
- E. Product options.
- F. Substitutions.
- G. Installation of Equipment.
- H. Damage during tests and instruction period.
- I. Services of manufacturer's engineers.
- J. Equipment manufacturer certification.

1.2 RELATED SECTIONS

- A. Section 00120 - Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 GENERAL PROVISIONS

- A. Products (including all materials, machinery, equipment, and systems) shall be carefully designed and installed to insure that all required functions are adequately performed within specified degrees of precision and that each unit shall operate with every other part, furnished or existing, to provide a complete integrated system which shall operate to the satisfaction of the Engineer. Any changes or revisions of existing work made necessary by the type and dimensions of furnished products shall be made at the expense of the Contractor, and he shall furnish detail drawings showing such changes or revisions for the approval of the Engineer.
- B. Submit to the Engineer ample proof that each and every part of the products to be furnished is of a reliable make and of a type which has been in successful operation within the continental United States. Installation of any experimental or untried type of apparatus, material, or machinery will not be allowed.

- C. Each major item of equipment shall have the manufacturer's nameplate securely affixed in a conspicuous place. The nameplate shall show the manufacturer's name, address, model number, rating, and any other pertinent data such as speed, horsepower, etc.
- D. All materials, equipment, and accessories shall be new and unused and shall be essentially the products of a manufacturer regularly engaged in the production of such material or equipment and shall essentially duplicate material or equipment that has been in satisfactory operation at least 5 years.
- E. The owner reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service as required to suit the operational requirements of Owner. Items of any one type of materials or equipment shall be the product of a single manufacturer.
- F. All piping and equipment furnished under this contract shall be fabricated of such materials that under normal operating conditions harmful substances are not imparted to the water supply system.
- G. Except as otherwise specified or required, equipment shall be primed and finish painted at the factory in accordance with the recommendations or the approved manufacturer. All equipment supplied under this contract shall include at least one quart of finish paint used for touch-up at the completion of construction.
- H. Necessary field painting shall be in accordance with the requirements of Section 09900 - Painting. Any damage to shop coating shall be corrected to the satisfaction of the Engineer.
- I. Certification shall be provided that all materials which may come into contact with potable water meets the National Sanitation Foundation Standard 61 and all MDPH regulations in force at the time of submittals.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Transport and handle all materials in such a manner to avoid breakage, inclusion of foreign materials, and/or damage by water or other causes.
- C. Deliver packaged materials in original unopened containers. Packages or materials showing evidence of damage or contamination regardless of cause will be rejected.
- D. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- E. Repair or replace all items damaged or broken as a result of the Contractor's operation at no cost to the Owner.
- F. When specified in the individual Section, equipment shall be made available for conditional acceptance by the Engineer at the factory prior to shipment.

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- G. Equipment shall not be delivered unless it can be immediately incorporated into the work or proper storage facilities are available.
- H. Crate all parts of equipment carefully to facilitate shipping and handling. Crates shall completely protect the equipment and be sufficiently strong to permit lifting and skidding without additional bracing or reinforcement.
- I. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.
- J. Notify the Engineer at least two days in advance of the delivery of equipment.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with the provision "No Substitutions": Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for "or Equal" or Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article and Section 01300.

1.7 "OR EQUAL" CLAUSE

- A. Specifying an article, material, or piece of equipment by reference to a proprietary product or by using the name of a manufacturer or vendor followed by the clause "or equal" shall be understood to indicate the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.
- B. Comparable products shall be capable of performing equal function and shall be compatible with other equipment, materials, or systems to which they connect or will become an integral part of.
- C. The clause "or approved equal" which may appear elsewhere in the documents shall mean the same as "or equal".
- D. Wherever in the documents an article, material, or piece of equipment is defined by specifying a proprietary product or using the name of a manufacturer or vendor the term "or equal" if not included shall be implied.
- E. Substitutions of "or equal" products are subject to approval of the Engineer.

1.8 SUBSTITUTIONS

- A. Refer also to Section 01300.
- B. Engineer will consider requests for Substitutions after the date established in Notice to Proceed.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Also provide information required by Section 01300 for substitutions. Burden of proof is on proposer.

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3. The Engineer will notify Contractor in writing of decision to accept or reject request.

1.9 INSTALLATION OF EQUIPMENT

A. General

1. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the work.
2. Contractor shall be responsible for locating, aligning, and leveling all equipment.
3. Complete manufacturer's installation instructions including permissible tolerances shall be furnished with each unit of equipment.
4. All equipment shall be installed in accordance with the approved manufacturer's specifications, drawings, and tolerances under the direct supervision of the required manufacturer's engineer.
5. Equipment shall be erected in a neat and workman-like manner on the foundations at the locations and elevations shown on the drawings unless directed otherwise by the Engineer during installation.

B. Installation

1. Special care shall be used in locating, aligning and, leveling all equipment and parts thereof to insure that each item is in the proper position relative to other equipment and that all parts are aligned within allowable tolerances. The Contractor shall be responsible for this accuracy and shall notify the Engineer of any conditions in prior work which would prevent this alignment before proceeding with the work. The Contractor shall employ a competent surveyor to set all lines and levels of equipment to the accuracy required.
2. All blocking and wedging required for the proper support and leveling of equipment during installation shall be furnished by the Contractor. All temporary supports shall be removed except steel wedges and bronze shims which may be left in place with the approval of the Engineer.
3. Each piece of equipment or supporting base bearing on concrete foundations shall be bedded in grout. The Contractor shall provide a minimum of 1-1/2" thick grouting or as indicated on Contract Drawings.

1.10 DAMAGE DURING TESTS AND INSTRUCTION PERIODS

- A. Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and he shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

1.11 SERVICES OF MANUFACTURER'S ENGINEERS

- A. The contract price shall include the cost of furnishing competent engineers or superintendents from each company manufacturing equipment for the Project to:
 1. Assist the Contractor to install, adjust, and test the equipment in conformity with the Contract Documents.
 2. Supervise start-up operations and adequately instruct designated employees of the Owner in the proper operation and maintenance procedures when requested by the Owner throughout the guarantee period of the equipment. A report on each visit shall be filed by the manufacturer's representative with the Engineer.

1.12 EQUIPMENT MANUFACTURER CERTIFICATION

- A. The Contractor will provide Engineer with written certification obtained from each company manufacturing equipment for the Project that the equipment is installed and does operate in accordance with the manufacturer's recommendations.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Lubrication survey.
- F. Spare parts and special tools.
- G. Equipment startup services.
- H. Substantial completion.
- I. Warranties.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Complete final cleaning and restoration prior to final project inspection.
- B. Remove all temporary labels, stains and foreign substances. Wash or clean by approved methods all surfaces on which dust and dirt has collected.

- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean debris from drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- G. Restore disturbed area. Lawn area may be seeded unless otherwise noted. Paved area shall be restored to their original condition, compatible with the surrounding area, using like materials and workmanship.
- H. Touchup painted surface. Clean and repaint with matching color all scratched, marred or otherwise damaged painted surfaces of all equipment and enclosures.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. As the work progresses, keep a complete and accurate record of all changes in the Contract Documents (including Drawings, Shop Drawings, Product Data, and Specifications) indicating the work as actually installed. All changes shall be neatly shown on blue-line prints of the drawings effected or in the specifications which shall be kept at the job site for inspection by the Owner and the Engineer.
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda, Field Modifications and Change Orders.
- G. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

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1. Measured depths of foundations in relation to finish main floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- H. On completion of the work, prior to the Contractor's application for final payment and as a condition to its approval by the Engineer and Owner, the Contractor shall arrange such site records in order in accordance with the various sections of the specifications bind them together and index them and deliver them to the Engineer. In addition the Contractor shall request a complete set of reproducible contract Drawings, and transfer all as-built revisions and changes to them and deliver them to the Engineer. These drawings shall be dated and marked "As-Built".
- I. All reproducible tracings made by the Contractor, equipment manufacturers, and/or material suppliers shall be corrected to show the work as actually completed or installed and a reproducible copy of these drawings shall then be turned over to the Engineer.
- J. Prints in triplicate of all corrected opaque drawings shall be furnished to the Engineer prior to the issuance of the final estimate.
- K. Written approval or other evidence satisfactory to the Engineer of the final conditions of the work shall be obtained from:
1. Macomb County
 2. Detroit Edison Company
 3. All public authorities or agencies having jurisdiction over any portion of the work
 4. Others as requested by the Engineer in writing.
- L. All public authorities or agencies having jurisdiction over any part of the work shall be determined, and all the requirements of these authorities or agencies with respect to but not limited to inspection, permits, fees, approval, and the like regardless of whether they are listed above or not shall be met.
- M. Submit all documents to Engineer for approval prior to submittal of final Application for Payment.

1.7 SPARE PARTS AND SPECIAL TOOLS

- A. Spare Parts
1. As soon as practicable after approval of the list of equipment, the Contractor shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies with current unit prices and source of supply.
 2. Contractor shall also furnish a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment or specified to be furnished a part of the Contract and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 1 year at the particular installation.

3. The foregoing shall not relieve the Contractor of any responsibilities under the guarantee provisions of these Specifications.
4. The Contractor shall deliver all spare parts required by this contract to the Engineer or as directed by the Engineer.

B. Special Tools

1. Contractor shall furnish at no additional cost to the Owner with each piece of equipment, one complete set of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.
2. Contractor shall submit for approval by the Engineer a complete list of the special tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys.
3. The Contractor shall deliver all special tools required by this contract to the Engineer or as directed by the Engineer.

C. Keys

1. The Contractor shall deliver four keys for each lockset and padlocks installed under this Contract.
2. The keys shall be tagged with locations, room numbers, and key numbers.
3. The Contractor shall deliver all keys required by this contract to the Engineer or as directed by the Engineer.

1.8 EQUIPMENT START-UP SERVICES

- A. Equipment start-up period for the training of plant personnel shall begin after satisfactory completion and acceptance of the field tests and coincidentally with the certified date of substantial completion for that part of the work for which the equipment is included. If the equipment is not covered by a certificate of substantial completion for a part of the work, the period shall begin upon substantial completion of the project.
- B. During the equipment start-up period, the Contractor shall furnish at no additional cost to the Owner the services of factory trained representatives of the equipment manufacturers for the equipment designated in the Specifications to:
 1. Assist in the start-up and operations of the equipment.
 2. Assist in the training of facility personnel, designated by the Owner, in the proper operation and maintenance of the equipment.
- C. The Owner shall:
 1. Provide the necessary personnel to be instructed in the operation and maintenance of the equipment. The Owner's personnel shall operate all equipment.
 2. Pay for all fuel, power and chemicals consumed beyond quantities specified or in the Contract Documents or required due to Contractors fault. The Contractor shall pay for fuel, power, and chemicals consumed up to the date of "certified substantial completion" except as otherwise specified herein.
- D. Contractor shall be available to promptly repair all work during the start-up period so as to cause minimum disruption to the total facility operation.

- E. In the event a system, equipment, or component proves defective or is unable to meet specified performance criteria, the Contractor shall replace the defective item and the one year guarantee period for the item shall start after satisfactory replacement and testing of the item.

1.9 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy and utilize the facilities for its intended use.
- B. When the Contractor considers that the Work, or portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the Engineer. The Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

1.10 WARRANTIES

- A. Provide duplicate copies of all warranties.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers with a Table of Contents in three D side ring binder with durable plastic cover.
- C. Submit warranty documents prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- E. All parts of the work or equipment which is in the opinion of the Engineer prove defective in material, workmanship, or operation within the warranty period shall be removed and replaced or repaired in a manner satisfactory to the Engineer and at no cost to the Owner.
- F. Any service material or equipment required because of the defect shall be supplied without charge.

- G. All work specified to be designed by the Contractor shall be guaranteed to perform as specified.
- H. The Warranty period shall be one year from the date of Substantial Completion unless:
 - 1. A greater period is specified elsewhere.
 - 2. Owner chooses to take over and use a portion of the Work as provided for in the Specifications; in which case the warranty shall be one year from said takeover and use.
- I. Equipment or work replaced and/or repaired during the warranty period shall be guaranteed for one year from the date of acceptance of the repair or replacement or until expiration of the original warranty period whichever comes later.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 02200

EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General
- B. Site Preparation
- C. Excavations
- D. Unauthorized Excavation
- E. Subgrade
- F. Slopes, Sheeting and Bracing
- G. Backfill
- H. Flowable Fill
- I. Finish Grading

1.2 RELATED SECTIONS

- A. Section 00700 - General Conditions
- B. Section 01400 - Quality Control
- C. Section 01500 - Construction Facilities
- D. Section 01900 - Soil Conditions and Boring Logs
- E. Section 02110 - Site Clearing
- F. Section 02140 - Dewatering
- G. Section 02220 - Soil Erosion Control

1.3 GENERAL

- A. All excavation and backfilling shall be performed that is necessary to complete the work under this Contract. Excavation shall include the loosening, loading, removing, transporting, stockpiling, and disposing of all materials of every sort, necessary to be removed for purposes of construction; the furnishing, placing, and maintaining of all sheeting, bracing, and timbering; the care of existing roads, existing structures, utilities; and all incidental and

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collateral work necessary to complete the entire work as specified and as shown on the Drawings.

- B. Backfilling shall include the filling of the excavated and void spaces around and over the outside of completed structures and pipes. It is also the intention of these specifications to provide that backfill shall be so compacted that no appreciable subsequent settlement will occur, and so that sidewalks, driveways, roads and berms may be placed or replaced shortly after completion of backfilling.
- C. The Contractor will be held to have compared the conditions of the site where work is to be performed with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing conditions, and any other conditions affecting the carrying out of the work, before delivery of his proposal. It is expressly understood that he will obtain first hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect his work.
- D. The Contractor shall draw his own conclusions as to soil and/or rock conditions to be encountered, and he shall complete the work under any job or field condition which was present and/or ascertainable prior to bidding.
- E. He shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other condition he may create at no additional cost to the Owner.
- F. The Contractor shall be responsible for evaluating the compatibility of his construction methods with the Plans, Specifications and Soil Information provided by the Owner for bidding purposes.
- G. No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor.
- H. This contractor shall grade all areas within his work area and provide slopes, shoulders, berms, and level surfaces defined according to existing and established grades.
- I. Care shall be taken to retain, at all times, normal flow of drainage water on the property and all present above ground and underground utilities.
- J. All work shall be done in a thorough and workmanlike manner and in conformance with accepted good practices and all requirements of local, state, and federal authorities having jurisdiction.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable state and local codes for disposal of excavated materials judged not suitable for backfill.
- B. Obtain disposal permit from Local Enforcing Agency.

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1.5 QUALITY ASSURANCE

- A. Comply with all code, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the work.
- B. Backfill materials shall be compacted to not less than specified percentage of optimum dry density as determined by ASTM D 698.
- C. Testing of backfill material will be done in accordance with ASTM D 2922, ASTM D 1556, and ASTM D 3017.
- D. Unsuitably compacted backfill materials shall be removed and recompacted.

1.6 SITE CONDITIONS

- A. Provide and maintain barricades, warning lights, warning signs, and other protection required by applicable laws for safety of persons and property.
- B. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent earth movement.
- C. Notify Owner of unexpected subsurface conditions and discontinue affected work area until notified to resume work.

1.7 HAZARDOUS/CONTAMINATED MATERIAL

- A. The following indicators shall be used by Owner onsite observers during excavation to identify materials suspected of being hazardous or contaminated and requiring disposal in a Type I or Type II landfill.
 - 1. Materials other than general construction debris of a color not consistent with the natural soils observed in the area;
 - 2. Materials other than general construction debris of a consistency that is not consistent with the natural soils observed in the area;
 - 3. Man-made containers, vessels, tanks, or barrels;
 - 4. Electric devices;
 - 5. Insulation or fibrous material that may contain asbestos;
 - 6. Material that emits a chemical or petroleum odor.

Based on these observations, materials in question shall be stockpiled separately, inspected, and representative samples should be collected and screened in the field. Materials should be stored on plastic sheeting at the predesignated, secure location on the parcel or an adjacent parcel and covered with plastic sheeting until disposal is determined.

- B. Potentially hazardous materials should be screened in the field by qualified personnel for the presence of volatile organic compounds (VOC) using a photoionization (PI) meter. It is assumed that the presence of VOCs should provide a general indicator of the presence of other potentially hazardous chemicals.

Materials to be subjected to further laboratory analysis should be selected based on the results of the field screening and observations made by the person monitoring the excavation.

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- C. Based on the field screening and laboratory analysis, the Contractor will be advised by the Owner as to the required method of disposal.
- D. The Owner will be responsible for testing of hazardous/contaminated material.
- E. Refer to Section 00700 - General Conditions, Section No. 50 for additional requirements.

PART 2 PRODUCTS

2.1 BACKFILL

- A. All material necessary to complete the backfill as shown on the drawings or to replace excavated unsuitable material shall be furnished by the Contractor. Backfill at the structures, unless otherwise indicated on the Drawings, backfill replacing unsuitable material, backfill under gravel or stone and paved roads, shall all be granular material conforming to Michigan Department of Transportation (MDOT) Granular Materials Class II. If suitable material for backfilling is not available on site then suitable material shall be brought in from an off-site borrow pit by the Contractor at no additional cost to the Owner.
- B. The Owner shall have the right to reject any backfill material which when used in the work, does not accomplish the required compaction.
- C. All backfill material shall be free from large or frozen lumps, concrete rubble, blue clay, sod, wood, debris, and other extraneous material.

2.2 FLOWABLE FILL

- A. Where called for on the Drawings certain areas of the excavation and areas of existing structures shall be backfilled with flowable fill.
- B. Flowable fill shall consist of a mixture of fly ash, cement and water such as "C-Fill" as manufactured by Clawson Concrete or "M-Crete" as manufactured by Michigan Foundation or equal.
- C. Cement shall be Portland Cement conforming to A.S.T.M. C 150 Type I. Air entrained cement, pozzolan, and other types of cement shall not be used. Fly ash shall conform to the requirements of A.S.T.M. C618, Class F. Water shall be potable.
- D. The stabilized fly ash mixture shall contain 4 to 5% Portland cement based on the dry weight of the fly ash. Occasional batches of mixture with a cement content of 3-4% will be allowed provided immediate action is taken to restore the cement content to the specified range. Mixtures containing less than 3% shall not be used. The mixture shall have a slump of 10 to 12 inches at the point of placement. The mix temperature shall not be lower than 50°. The mixture shall have a compressive strength of 100 psi minimum at 28 days.
- E. The method used to measure fly ash and cement shall be submitted for acceptance. The contractor's proposed method shall be one that compliments the type of mixing plant being used and provides assurance that the percentage of cement is being satisfactorily controlled. Cement content shall be based on the dry weight of the fly ash in the mix. The batched weight

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of fly ash shall be corrected for its moisture content. Water shall be measured, although its control will be a function of consistency (slump and workability) of the mix.

- F. The flowable fill may be mixed by a pug mill, central concrete mixer, turbine mixer or other acceptable equipment or method. Provisions shall be made to maintain the mix temperatures and slump as stated.
- G. The material shall be placed by end or side dumping, tremie, pump, conveyors, or other suitable method. Lines and grades shall be as shown on the design drawings. Stabilized fly ash shall be protected from freezing temperatures for the initial 24 hours after placement. Protection may consist of earth cover, straw, or a sacrificial layer of the stabilized fly ash mix.

PART 3 EXECUTION

3.1 EXCAVATIONS

- A. The Contractor shall make all excavation necessary for the construction of all work called for by the drawings or specified herein.
- B. Excavations shall be made to the line and grade shown on the drawings including removal of unsuitable soils from under structures or roads, or as required to meet MIOSHA regulations. Side slopes of unbraced excavations shall be such as to prevent slides which might injure the work. The Contractor shall conduct his excavation and other operations in such a manner as to ensure that the bed for footings and foundations remains free from rutting, trampling, or other undue disturbance. The beds for footings and foundations shall be true to grade and free of all loose material before any concrete is put in place. All unauthorized excavation below grade of any structure shall be backfilled with concrete to the proper grade at the Contractor's expense. The Contractor shall make all necessary fills to bring grade to finished grade shown on the drawings. Fills and cuts shall be graded to a uniform, smooth, and even grade to grades as shown on the Drawings to meet Owner's approval. Existing underground utilities that are to remain in place shall be protected and any damage caused by excavating shall be made good.
- C. Control the grading in the vicinity of excavated areas so that the surface of the ground will be properly sloped to prevent water from running into the excavated areas. Such areas shall be kept reasonably dry at all times. Accumulated water in the excavated areas shall be removed by pumping.
- D. Broken concrete or rubbish unsuitable for backfill shall be disposed of by the Contractor. Borrow material shall be graded in such a way that surface water will continue to drain in a manner similar to the drainage patterns present before filling occurred. Broken concrete and rubbish shall be disposed of off-site.

3.2 UNAUTHORIZED EXCAVATIONS

- A. Whenever the excavation is carried beyond the lines and grades established by the drawings or as approved by the Owner, the Contractor shall, at his own expense, fill all such excavated space with an approved material and in such a manner as to meet the approval of the Owner.

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- B. Unauthorized excavation beneath structures shall be filled with plain concrete, or flowable fill as determined by the Owner.

3.3 SUBGRADE

- A. The subgrade for all structures shall be prepared so as to have as near as practicable a uniform density throughout the entire area. The subgrade shall be compacted to 95% maximum density at optimum moisture content as specified in AASHTO-180 or by Michigan Cone density, whichever is greater, by rolling or by other approved methods. After being prepared, the subgrade shall be maintained until concrete has been placed thereon.
- B. If, through neglect or delay on the part of the Contractor, the earth at subgrade elevation becomes unsuitable for the support of the work to be constructed thereon, the Contractor shall excavate down to solid earth, and shall backfill to the required subgrade elevation with plain concrete, compacted sand, or other suitable material as required to meet the Owner's approval. Unstable subgrade soil under all concrete foundations shall be replaced with plain concrete.
- C. All subgrades shall be approved by the Engineer before proceeding with backfilling and compaction, landscaping, or other construction work.
- D. Subgrades shall be level and clean of all loose rock, dirt, and debris and free of standing water prior to placing concrete.

3.4 SLOPES, SHEETING, AND BRACING

- A. All slopes shall be cut and maintained to the proper degree required for stability. Sheeting and bracing shall be placed and maintained as indicated and/or whenever required for safety to men and the work. The degree of slope for all excavations shall be fixed by the Contractor, and shall comply with all State and Federal safety requirements.
- B. The Contractor shall provide, install, and maintain all shoring, sheet piling, and bracing required to maintain banks of excavations and other construction, and assume full responsibility for same. The design of all shoring systems shall be performed by an Engineer registered in the State of Michigan utilizing loading diagrams as provided in Section 1900 of the Specifications. The shoring system design computations shall be sealed by the Engineer who prepared them and forwarded to the Owner for review.
- C. Sheeting, bracing and timbering shall be so placed as to allow the work to be constructed to the lines and grades shown on the drawings.

Size and placing of members shall be subject to review by the Owner but the design of members and safety of the excavation shall be the responsibility of the Contractor.

Exact areas to be sheet piled and final weight of sheet piling shall be determined by the Contractor unless otherwise indicated for permanent sheet piling. Actual quantity and location of all sheet piling required for this project shall be determined by the Contractor.
- D. The Contractor shall select hammer or hammers to be used on sheet piling based on length, weight, type of pile, and depth of penetration and submit data on the hammer selected to the Owner for review. Double-acting hammers may be used on sheet piling.

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Approximate weight of hammer shall be 2-1/2 times the weight of a sheet of piling to be driven.

- E. Sheet piling shall be driven to depths and lengths required by the Contractor unless otherwise indicated for permanent sheet piling. Level measurements, utilizing previously specified bench marks, shall also be made at existing structures, in the presence of the Owner's designated representative, during all driving of sheet piling to record any change in the level of present structures or utilities caused by the Contractor's Operations.
- F. Permanent sheet piling where indicated on the drawings shall be of weight, area and depth shown on the drawings and shall remain in place.
- G. Temporary sheet piling may not be withdrawn from any area until concrete within the zone influenced by vibrations set up by withdrawal operations, has attained its 28 day design strength.
- H. If the sheeting and bracing cannot be removed without detriment to the finished structure or existing structures, then the sheeting and bracing shall be left in place temporarily or permanently as the Owner shall approve. Sheeting and bracing left in place permanently shall be cut off at the required level so as not to interfere with subsequent construction. The cost of materials left in place less the eliminated expense of removal work shall be paid as an extra. No extra payment shall be allowed for the cost of placing the material.
- I. All bracing used shall be so arranged as to place no stress on any portion of the completed work until such work shall have developed sufficient strength, as determined by the Owner. Any damage to any structures occurring through settlements, water or earth pressure, slides, cave-ins, or other causes shall be repaired by the Contractor at his own expense.

All materials used for earth bracing or support shall be structurally sound, uniform in quality, and adequate in size and strength for the use intended.

3.5 BACKFILL AND COMPACTION

- A. It is the intent of these Specifications that backfill shall be so placed and consolidated that no appreciable subsequent settlement will occur.
- B. Backfill shall be placed in uniform layers not exceeding 12 inches in depth when measured loose and each layer shall be thoroughly compacted by tamping, sheepsfoot-roller, mechanical vibrators, or by other effective means approved by the Owner. All backfill in all areas shall be compacted to at least 95% of maximum density, at optimum moisture content as specified in MDOT Standard Specifications for Construction Controlled Density Method. Compaction by flooding will not be permitted.

The Owner shall have the right to reject any backfill material which when used in the work, does not accomplish the required compaction.

- C. The Contractor shall furnish all necessary assistance and test pits as required for the Owner to conduct compaction density tests.

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- D. No backfill material shall be placed on areas where free water is standing or on frozen subsoil areas.
- E. Clean areas and excavations to be backfilled of all trash and debris before placement of backfill. In placing backfill, take special care to prevent any wedge action, eccentric loading, damage, or overloading of any adjacent structures, piping, and equipment by equipment used in compacting backfill material.
- F. Heavy equipment for spreading and compacting fill and backfill shall not be operated closer to a wall than a distance equal to the height of the fill or backfill to be placed. Power-driven hand operated equipment shall be used against walls and where space limits the use of heavy equipment.
- G. All excavations around the walls and other foundations, etc., shall be backfilled to meet Owner approval after all work has been inspected and approved. Backfill shall not be placed against walls until all supporting slabs are in place and have attained their design strength or as indicated on the structural drawings.
- H. If compaction tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to the Owner.
- I. Porous stone filters shall be furnished and installed where shown on the Drawings. Stone filters shall be encased in a drainage geotextile fabric as specified in Section 02202 of these specifications.

3.6 FINISH GRADING

- A. The Contractor shall grade the entire site as indicated on the drawings to a smooth and even grade, meeting existing grades and/or the grades indicated on the drawings.
- B. Excavated material suitable and approved for backfilling shall be stored on the site in areas approved by the Owner. Reusable topsoil that is displaced shall also be stored on the site in separate area from the backfill.
- C. Finish grade under gravel road areas and under paved areas shall be limited to 1/2 inch in 10 feet from true profile, and shall be maintained until succeeding layer or surface course is placed.
- D. Finish grading shall slope uniformly to contour lines shown on the Drawings, and to meet existing adjacent levels. The Contractor shall grade all areas within his work site and provide slopes, shoulders, berms, and level surfaces defined according to existing and established grades. The work shall also include all adjacent areas disturbed by construction and as required by new pavement installation.
- E. The subgrade for all slabs and pavements shall be prepared so as to have as near as practicable a uniform density throughout the entire area. The subgrade shall be compacted to 95% maximum density at optimum moisture content, as specified under BACKFILL AND COMPACTION herein, by rolling or by other approved methods. After being prepared, the subgrade shall be maintained until concrete or pavement has been placed thereon.

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- F. If, through neglect or delay on the part of the Contractor, the earth at subgrade elevation becomes unsuitable for the support of the work to be constructed thereon, the Contractor shall excavate down to solid earth, and shall backfill to the required subgrade elevation with plain concrete, or other suitable material as required to meet the Owner's approval.

Soil found to be unstable in the subgrade shall, when required to meet the Owner's approval, be excavated to firm soil and replaced with MDOT Granular Material, Class II, as specified above thoroughly compacted. Subgrade area supporting structures shall have unstable material replaced with Owner approved concrete.

- G. Refer to Section 02958 - Special Landscaping Requirement for Site.

3.7 INSTALLATION OF PERIMETER DRAINS

- A. Install at locations where drains are shown on Contract Drawings.
- B. Install aggregate and filter cloth as shown on details on Contract Drawings.
- C. Compact aggregate as specified and complete filter cloth installation prior to completion of backfill.

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