Division of Finance and Business Operations

Wayne State University

Old Main: Graduate Studios Ventilation

WSU Project Number 001-128738

Prevailing Wage Work

FOR:
Board of Governors
Wayne State University
Detroit, Michigan

Owner's Representative:
Robert Hoekstra , Project Manager
Facilities Planning & Management
Design & Construction Services
5454 Cass
Wayne State University
Detroit, Michigan 48202

Owner's Agent:
Loretta McClary, **Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3731 / 313-577-3747 fax
Ac2843@wayne.edu and copy **Rfpteam1@wayne.edu**

Consultant:
Sellinger Associates, Inc.
19821 Farmington Road
Livonia, MI 48152

July 28, 2014

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INFORMATION FOR BIDDERS

OWNER:	Board of Governors Wayne State University
PROJECT:	**Old Main: Graduate Studios Ventilation** Project No. **001-128738**
LOCATION:	Wayne State University **4841 Cass** Detroit, Michigan 48202
OWNER'S AGENT:	**Loretta McClary**, **Senior Buyer** WSU – Procurement & Strategic Sourcing 5700 Cass, Suite 4200 Detroit, Michigan 48202 **313-577-3731** / 313-577-3747 fax **Ac2843@wayne.edu** & copy **Rfpteam1@wayne.edu**
OWNER'S REPRESENTATIVE:	**Robert Hoekstra** , Project Manager Facilities Planning & Management Design & Construction Services Wayne State University 5454 Cass Avenue Detroit, Michigan 48202
Architect:	**Sellinger Associates, Inc.** **19821 Farmington Road** **Livonia, MI 48152**

SPECIAL NOTE: Right to reject any and all proposals, either in whole or in part and to waive any irregularities therein is reserved by the Owner.

BIDS ADVERTISED: July 28, 2014

BIDDING: Bidding documents may be obtained by vendors from the University Purchasing Web Site at **http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html** beginning **July 28, 2014**. When visiting the Web Site, click on the "**Construction**" link in green. Copies of the RFP will not be available at the pre-proposal meeting.

MANDATORY Pre-Bid Conference: 2:00pm, local time, August 4, 2014 to be held at Wayne State University – **5700 Cass Avenue**, **4002 AAB,** Detroit, MI, 48202. Late Arrivals may not be permitted to submit bids.

OPTIONAL Second Walk Through: (if needed) **To be determined at the conclusion of the pre-bid conference, by those in attendance.**

DUE DATE FOR QUESTIONS: Due Date for questions shall be **August 6, 2014 at 12:00 Noon.** All questions must be reduced to writing and emailed to the attention of **Loretta McClary**, **Senior Buyer** at **Ac2843@wayne.edu**, copy to **Kimberly Tomaszewski**, **Senior Buyer** at: **Rfpteam1@wayne.edu**.

Bids Due: Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing located at 5700 Cass Avenue, Suite 4200, Detroit, MI 48202 on **August 11, 2014,** until 2:00 p.m. (local time).

No public bid opening will be held.

Bid Qualification Meeting: Bidders must be available for bid prequalification meeting the day following the bid opening. The lowest qualified bidder will be contacted and requested to meet with Facilities Planning & Management at their office located at 5454 Cass Avenue, Detroit, MI 48202. During the prequalification, the Vendor must provide a Project Schedule and a Schedule of Values, including a list of Contractor's suppliers, subcontractors and other qualifications.

An unsigned contract will be given to the successful Contractor at the conclusion of the Pre Award meeting, if all aspects of the bid are in order. The Contractor has 5 business days to return the contract to the Project Manager for University counter signature. The contractor must also submit a Performance Bond as outlined above and a Certificate of Insurance in the same 5 business day period. In the event the Contractor fails to return the documents in this 5 day period, the University reserves the right to award the contract to the next most responsive bidder.

All available information pertaining to this project will be posted to the Purchasing web site at
http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html.
Information that is not posted to the website is not available/not known

INSTRUCTIONS TO BIDDERS

OWNER: Board of Governors
Wayne State University

PROJECT: **Old Main: Graduate Studios Ventilation**
Project No. **001-128738**

LOCATION: Wayne State University
4841 Cass,
Detroit, Michigan 48202

OWNER'S AGENT: **Loretta McClary**, **Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3731 / 313-577-3747 fax
Ac2843@wayne.edu & copy **Rfpteam1@wayne.edu**

1. PROPOSALS

A. The Purchasing Agent will receive sealed Proposals for the work as herein set forth at the place and until the time as stated in the "Information for Bidders", a copy of which is bound herewith in theses specifications. **No public bid opening will be held.**

B. Proposals shall be for a **lump-sum General Contract for the entire work of the Project as provided in the Form of Proposal.**

C. Proposals shall be submitted in duplicate on forms furnished with the Bidding documents. The forms must be fully filled out in ink or typewritten with the signature in longhand, and the completed forms shall be without alterations, interlineations, or erasures. Forms shall contain no recapitulations of the work to be done. Each proposal shall be delivered in an opaque sealed envelope, marked **"PROPOSAL"** AND SHALL BEAR THE NAME OF THE PROJECT AND THE NAME OF THE BIDDER. Proposals submitted by telephone or telegraph will not be accepted. Modifications by telephone or telegraph to previously submitted proposals will not be accepted.

D. (***revised 5-29-2009***) All base bids must be conforming to the detailed specifications and drawings provided by the University, including any Addenda issued. Voluntary Alternates will only be considered if the Contractor has also submitted a conforming base bid. Any stipulation of voluntary alternates or qualifications contrary to the Contract requirements made by the Bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.

E. **The competency and responsibility of Bidders will be considered in making the award. The Owner does not obligate himself to accept the lowest or any other bids. The Owner reserves the right to reject any and all bids and to waive any informalities in the Proposals**.

2. PROPOSAL GUARANTEE *(revised 3-22-2012)*

A. A certified check or bank draft payable to the Owner, or satisfactory Bid Bond executed by the Bidder and Surety Company, in an amount equal to not less than five percent (5%) of the maximum proposal amount shall be submitted with each Proposal, which amount may be forfeited to the Board of Governors, Wayne State University, if the successful Bidder refuses to enter into a Contract within ninety (90) days from receipt of Proposals.

B. Bond must be issued by a Surety Company with an "A rating as denoted in the AM Best Key Rating Guide"

C. The bid deposit of all bidders except the lowest three will be returned within three (3) days after the bids are opened. After the formal Contract and bonds are approved, the bid deposit will be returned to the lowest three bidders, except when forfeited.

D. Bid bonds shall be accompanied by a Power of Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.

E. Withdrawal of Proposals is prohibited for a period of ninety (90) days after the actual date of opening thereof.

3. CONTRACT SECURITY *(revised 3-22-2012)*

A. The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with the laws of the State of Michigan. The graduated formula no longer applies.

B. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:

(1) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University, and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of the Contractor in accordance with the laws of the State of Michigan relating to such bonds.

(2) A bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.

C. The only acceptable Performance Bond shall be the AIA A312 – 2010.

D. Bond must be issued by a Surety Company with an “A rating as denoted in the AM Best Key Rating Guide”.

4. BOND CLARIFICATION

For bids below $50,000.00,

A. Bid bond will not be required.
B. Performance Bond will not be required.

5. INSPECTION

A. Before submitting his Proposal, each Bidder shall be held to have visited the site of the proposed work and to have familiarized himself as to all existing conditions affecting the execution of the work in accordance with the Contract Documents. No allowance or extra consideration on behalf of the Contractor will subsequently be made by reason of his failure to observe the Conditions or on behalf of any subcontractor for the same reason.

6. EXPLANATION TO BIDDERS AND ADDENDA

A. Neither the Owner nor Representative nor Purchasing Agent will give verbal answers to any inquiries regarding the meaning of drawings and specifications, and any verbal statement regarding same by any person, previous to the award, shall be unauthoritative.

B. Any explanation desired by Bidders must be requested of the Purchasing Agent in writing, and if explanation is necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each Bidder registered on the Bidders' List maintained by Procurement & Strategic Sourcing.

C. All addenda issued to Bidders prior to date of receipt of Proposals shall become a part of these Specifications, and all proposals are to include the work therein described.

7. INTERPRETATION OF CONTRACT DOCUMENTS

A. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, he may submit to the Purchasing Agent, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by an addendum duly issued. A copy of such addendum will be mailed and delivered to each registered Bidder. Each proposal submitted shall list all addenda, by numbers, which have been received prior to the time scheduled for receipt of proposal.

8. SUBSTITUTION OF MATERIALS AND EQUIPMENT*

A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided that the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

9. TAXES

A. The Bidder shall include in his lump sum proposal and make payment of all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered.

10. REQUIREMENTS FOR SIGNING PROPOSALS AND CONTRACTS

A. The following requirements must be observed in the signing of proposals that are submitted:

(1) Proposals that are not signed by individuals making them shall have attached thereto a Power of Attorney, evidencing the authority to sign the Proposal in the name of the person for whom it is signed.

(2) Proposals that are signed for partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there must be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.

(3) Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation, manually written in the line of the Form of Proposal following the words "signed by". If such a proposal is signed by an official other than the President of the Corporation, a certified copy of resolution of the Board of Directors, evidencing the authority of such official to sign the bid, shall be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the Corporation and the impression of the corporate seal.

11. QUALIFICATIONS OF BIDDERS

A. The Owner may request each of the three (3) low bidders to submit information necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract. Such information may include past performance records, list of available personnel, plant and equipment, description of work that will be done simultaneously with the Owner's Project, financial statement, or any other pertinent information. This information and such other information as may be requested will be used in determining whether a Bidder is qualified to perform the work required and is responsible and reliable.

12. SPECIAL REQUIREMENTS

A. The attention of all Bidders is called to the General Conditions, Supplementary General Conditions, and Special Conditions, of which all are a part of the Specifications covering all work, including Subcontracts, materials, etc. Special attention is called to those portions dealing with Labor Standards, including wages, fringe benefits, Equal Employment Opportunities, and Liquidated Damages.

B. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A contract will not be issued to the apparent low bidder until this document is provided. A contractor will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified.

13. NOTICE OF AWARD/ACCEPTANCE OF BID PROPOSAL *(revised 12-15-2009)*

A. The Proposal shall be deemed as having been accepted when a copy of the Contract (fully executed by both the vendor and the appropriate signatory authority for the University), with any/all Alternates, Addenda, and Pre-Contract Bulletins, as issued by the office or agent of the Owner has been duly received by the Contractor. After signing the Contracts, the Contractor shall then return all copies, plus any required bonds and certificates of insurance, to the office of the Owner's Representative, at 5454 Cass, Wayne State University, Detroit, MI 48202. Construction will begin when the fully-executed contract has been returned to the Contractor.

14. TIME OF STARTING AND COMPLETION

A. It is understood that the work is to be carried through to substantial completion with the utmost speed consistent with good workmanship and to meet the established start and completion dates.

B. The Contractor shall begin work under the Contract without delay, upon receipt of a fully-executed contract from the Owner, and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the Contract.

C. The Contractor shall, immediately upon receipt of fully-executed contract, schedule his work and expedite deliveries of materials and performance of the subcontractors to maintain the necessary pace for start and completion on the aforementioned dates.

15. BIDDING DOCUMENTS

A. Bid specifications are not available at the University, but are available beginning **July 28, 2014** through Wayne State University Procurement & Strategic Sourcing's Website for Advertised Bids: **http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html**. The plans for this project can be viewed in advance and/or printed from the above website. Copies of the RFP will not be available at the pre-proposal meeting.

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B. **DOCUMENTS ON FILE *(revised 12-2007)***

(1) *Wayne State University Procurement & Strategic Sourcing's Website.*
All available information pertaining to this project will be posted to the Purchasing web site at **http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html**.
Information that is not posted to the website is not available/not known.

(2) Notification of this Bid Opportunity has been sent to *DUNN BLUE (for purchase of Bid Documents only), DODGE REPORTS, REED CONSTRUCTION, CONSTRUCTION NEWS and the CONSTRUCTION ASSOCIATION OF MICHIGAN (CAM).*

(3) Please note: Effective December 1, 2007, bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities list serve. To register, to

http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html, and click on the "Join our Listserve" link at the top of the page.

NOTICE OF MANDATORY PRE-BID CONFERENCE

PROJECT: **Old Main: Graduate Studios Ventilation**,

PROJECT NOS.: **WSU PROJECT NO. 001-128738**

It is **MANDATORY** that each Contractor proposing to bid on this work must attend a pre-bid conference at the following location:

Wayne State University
5700 Cass Avenue, 4002 AAB
Detroit MI 48202

2:00pm, local time, August 4, 2014

The purpose of this conference is to clarify the procedures, scope of work, and to identify any omissions and/or inconsistencies that may impede preparation and submission of representative competitive bids.

An attendance list shall be prepared and minutes of the conference shall be furnished to all those attending.

Any clarifications or corrections that cannot be made at the conference will be by Addendum.

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: **http://campusmap.wayne.edu/**. Guest parking in any of the University student and guest lots is **$6.50**. A detailed list of Cash & Coin operated lots can be viewed at **http://purchasing.wayne.edu/cash_and_credit_card_lots.php**. Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue "handicapped" meters).

All available information pertaining to this project will be posted to the Purchasing web site at
http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html.
Information that is not posted to the website is not available/not known.

AGENDA

I. Welcome and Introductions
   A. Wayne State University Representatives
   B. Vendor Representatives
   C. Sign in Sheet- be sure to include your fax number and email address (LEGIBLY) on the sign in sheet.

II. Brief Overview of Wayne State University
   A. Purpose and Intent of RFP.
   B. Detailed review of the RFP and the requirements for a qualified response.
   C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.

III. Vendor Questions/Concerns/Issues
   A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.
   B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See **http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html** for a list of ListServ Bid Lists.
   C. Minutes will be emailed to all participants of the meeting within a reasonable amount of time. (be sure to include your email address/addresses on the sign in sheet)
   D. Questions and concerns that come up after this meeting are to be addressed to **Loretta McClary**, Procurement & Strategic Sourcing. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.
   E. Due date for questions is **August 6, 2014, 12:00 noon**.

IV. Proposal Due Date- **August 11, 2014, 2:00 p.m.**

V. Final Comments

VI. Adjourn

VENDOR NAME_____

GENERAL CONTRACT - PROPOSAL FORM *(revised 1 - 2011)*

Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.

OWNER:	Board of Governors Wayne State University
PROJECT:	**Old Main: Graduate Studios Ventilation**
PROJECT NO.:	WSU PROJECT NO. **001-128738**
PROJECT TYPE:	**Mechanical Work**
PURCHASING AGENT:	**Loretta McClary**, **Senior Buyer** WSU – Procurement & Strategic Sourcing 5700 Cass, Suite 4200 Detroit, Michigan 48202 **313-577-3731**/ 313-577-3747 fax **Ac2843@wayne.edu** & copy **Rfpteam1@wayne.edu**
OWNER'S REPRESENTATIVE:	**Robert Hoekstra** , Project Manager Design & Construction Services Facilities Planning & Management Wayne State University 5454 Cass Avenue Detroit, Michigan 48202
TO:	Board of Governors Wayne State University Detroit, Michigan

BASE PROPOSAL:

The undersigned agrees to enter into an Agreement to complete the entire work of the **Old Main: Graduate Studios Ventilation** project (WSU Project No. **001-128738**) in accordance with the Bidding Documents for the following amounts:

_____ $ _____ Dollars

LAWN REPLACEMENT:

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of $10.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

CONTRACT CHANGE ORDERS: *(revised 4-01-2011)*

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractors sell price, shall not exceed **5%.**

1.1. For subcontract work that is provided on a time and material basis, the subcontractor shall be permitted a single markup for handling, overhead, profit and bonding of 5%. When a markup is identified in the subcontractor's hourly labor rate, additional markup on labor is not permitted.

1.1.1 For changes that are based upon a lump sum value, subcontractor shall provide all labor and material back-ups to ensure that duplicative charges are avoided and authorized mark-ups for OH&P can be confirmed

2. For work by his own organization, Contractor's markup for job* and general overhead, profit and bonding shall not exceed **5%** of the net labor** and material costs.

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.

* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

** Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

TIME OF COMPLETION:

(revised 4-01-2011)
The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction **immediately after** receipt of a fully executed contract, and to complete the work as follows:

Substantial Completion will be completed no later than **October 24, 2014.**

LIQUIDATED DAMAGES:

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **$250.00, Two Hundred Fifty Dollars per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **$250.00, Two Hundred Fifty Dollars per day** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

TAXES:

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

ADDENDA:

The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:

Our Minimum Requirements for Construction Bids are:

WSU considers this project: Mechanical Work.

Criteria	Small Project bid less than $50,000	Medium Project bid between $50,001 and $250,000	Large Project bid between $250,001 and $2 million	Very Large Project bid greater than $2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with Prevailing Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	2 or less	2 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

Contractors must complete the following information to determine their eligibility to participate in this bid. This information is required with your Bid to the University

Failure to complete this form in its entirety will result in your bid being disqualified.

Check one of the following on the makeup of your company:

_____ Corporation _____ Individual

_____ Partnership _____ Joint Venture

_____ Other (Explain)

_____

_____

1. How many years has your organization been in business as a contractor? _____

2. How many years has your organization been in business under its present business name? _____

3. List states in which your organization is legally qualified to do business. _____

_____

4. Provide the Name and Address of your Liability Insurance Carrier. _____

_____

5. What is your current EMR Rating? _____
   The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.

6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _____ %

7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _____ %

8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract?

_____

9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.

_____

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.

_____

11. List the construction experience of the principals and superintendents of your company.

Name: _____ Title: _____

_____

_____

Name: _____ Title: _____

_____

_____

Name: _____ Title: _____

_____

_____

12. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount:_____ Date Completed: _____

13. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project:_____ Owner:_____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

Project: _____ Owner: _____

Contract Amount: _____ Date Completed: _____

14. Is your Company "bondable"? Yes _____ No_____

15. What is your present bonding capacity? $ _____

16. Who is your bonding agent?

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CONTACT: _____

17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid. Yes _____ No_____

18. Does your company agree that all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement? Yes _____ No_____

19. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement Between Contractor and Owner for Construction"? Yes _____ No_____

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal.

20. Did your company quote based upon **Prevailing Wage Rates**? Yes _____ No_____

Note: Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

ACKNOWLEDGEMENT OF MINIMUM QUALIFICATIONS:

The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project**.

ACCEPTANCE OF PROPOSAL: The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction" (see section 00500 of the bid documents), provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.

NAME OF COMPANY: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

SIGNED BY: _____
Signature

_____
(Please print or type name here)

TITLE _____

EMAIL ADDRESS: _____@_____

PREVAILING WAGE RATE SCHEDULE *(revised 4-05-2010)*

A. See also Page 00100-4 Section 12.B

B. Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.

C. The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work related to this project.

D. To maintain compliance with State of Michigan Ordinances, Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on this project. Certified Payroll should accompany all Pay Applications. Failure to provide certified payroll will constitute breach of contract, and pay applications will be returned unpaid, and remain so until satisfactory supporting documents are provided.

A Prevailing Wage Rate Schedule has been issued from the State of Michigan that is enclosed in this section

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address:

http://purchasing.wayne.edu/vendors/wage-rates.php

If you have any questions, or require rates for additional classifications, please contact:

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706---,00.html

F. **Wayne State University's Prevailing Wage Requirements:**

When compensation will be paid under prevailing wage requirements, the University shall require the following:

A. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.

B. The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.

C. The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at **http://www.dol.gov/whd/forms/wh347.pdf**.

D. A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of $1,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement and as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.

E. Apprentices for a skilled trade must provide proof of participation in a Certified Apprenticeship Program and the level of hours completed in the program.

F. Daily project sign-in sheets and field reports for the project must be turned in weekly.

Note: Contractor invoices WILL NOT be processed until all listed certified payroll documents are received.

G. If the VENDOR or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

1. Withhold all or any portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid;

2. Terminate this contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.

3. Propose to the Director of Purchasing that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at **http://purchasing.wayne.edu/docs/appm28.pdf**

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

H. The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division are attached. Refer to item C above if additional information is required.

I. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or **contract will not** be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.

SEE ATTACHED STATE PREVAILING WAGE INFORMATION

State of Michigan

WHPWRequest@michigan.gov

Official Request #: 939
Requestor: Wayne State University
Project Description: Old Main Graduate Art Studios - Ventilation Upgrades
Project Number: 001-128738

Wayne County

Official 2014 Prevailing Wage Rates for State Funded Projects

Issue Date: 6/11/2014
Contract must be awarded by: 9/9/2014
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Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Asbestos & Lead Abatement Laborer							
Asbestos & Lead Abatement Laborer		MLDC		$39.75	$53.04	$66.32	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days			8/14/2013				
Asbestos & Lead Abatement, Hazardous Material Handler							
Asbestos and Lead Abatement, Hazardous Material Handler		AS207		$39.75	$53.08	$66.40	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday,			9/16/2013				
Boilermaker							
Boilermaker		BO169		$54.70	$81.08	$107.45	H H H H H H H D Y
			8/14/2009				
	Apprentice Rates:						
	1st 6 months			$40.31	$59.49	$78.67	
	2nd 6 months			$41.45	$61.21	$80.95	
	3rd 6 months			$42.57	$62.88	$83.19	
	4th 6 months			$43.69	$64.57	$85.43	
	5th 6 months			$44.81	$66.24	$87.67	
	6th 6 months			$49.53	$73.40	$97.26	
	7th 6 months			$49.32	$73.01	$96.69	
	8th 6 months			$51.58	$76.40	$101.21	

Official 2014 Prevailing Wage Rates for State Funded Projects

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Bricklayer						
Bricklayer, stone mason, pointer, cleaner, caulker	BR1	9/3/2013	$51.93	$77.90	$103.86	H H D H D D D D N
Between October 1 and April 30, if lost time occurs due to inclement weather, Saturday may be worked as a make-up day @ straight time until forty hours are worked.						
Apprentice Rates:						
First 6 months			$31.54	$47.32	$63.08	
2nd 6 months			$33.39	$50.10	$66.78	
3rd 6 months			$35.24	$52.87	$70.48	
4th 6 months			$37.09	$55.64	$74.18	
5th 6 months			$38.94	$58.42	$77.88	
6th 6 months			$40.79	$61.20	$81.58	
7th 6 months			$42.64	$63.97	$85.28	
8th 6 months			$44.49	$66.74	$88.98	
Carpenter						
Diver	CA 687 D	10/9/2013	$63.30	$91.30	$119.29	X X H X X H H D Y
Four 10s allowed M-Sat; double time due when over 12 hours worked per day						
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	11/6/2013	$48.14	$68.71	$89.27	X X H X X X X D Y
Apprentice Rates:						
1st 6 months			$23.56	$31.84	$40.11	
2nd 6 months			$27.57	$37.85	$48.13	
3rd 6 months			$29.64	$40.96	$52.27	
4th 6 months			$31.69	$44.03	$56.37	
5th 6 months			$33.75	$47.12	$60.49	
6th 6 months			$35.80	$50.20	$64.59	
7th 6 months			$37.86	$53.28	$68.71	
8th 6 months			$39.91	$56.36	$72.81	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Carpenter-four 10s allowed Mon-Sat; double time due when over 12 hours worked per day	CA687Z1	10/1/2013	$53.89	$77.19	$100.49	X X H X X H H D Y
Apprentice Rates:						
1st year			$32.92	$45.74	$58.55	
3rd 6 months			$35.26	$49.25	$63.23	
4th 6 months			$37.58	$52.73	$67.87	
5th 6 months			$39.92	$56.23	$72.55	
6th 6 months			$42.24	$59.72	$77.19	
7th 6 months			$44.57	$63.22	$81.85	
8th 6 months			$46.91	$66.72	$86.53	
Piledriver Four 10s allowed Monday-Saturday; double time due when over 12 hours worked per day	CA687Z1P	10/1/2013	$53.89	$77.19	$100.49	X X H X X H H D Y
Apprentice Rates:						
1st 6 months			$32.92	$45.74	$58.55	
2nd 6 months			$37.58	$52.73	$67.87	
3rd 6 months			$42.24	$59.72	$77.19	
4th 6 months			$46.91	$66.72	$86.53	
Cement Mason						
Cement Mason	br1cm	9/3/2013	$49.30	$70.06	$90.81	X X H H H H H D N
Apprentice Rates:						
1st 6 months			$28.71	$38.90	$49.09	
2nd 6 months			$30.74	$41.93	$53.12	
3rd 6 months			$34.79	$47.99	$61.19	
4th 6 months			$38.85	$54.05	$69.23	
5th 6 months			$40.88	$57.07	$73.25	
6th 6 months			$44.93	$63.11	$81.30	
Cement Mason	CE514	11/10/2011	$46.30	$64.89	$83.48	H H D H H H H D N
Apprentice Rates:						
1st 6 months			$26.77	$36.07	$45.36	
2nd 6 months			$28.68	$38.91	$49.13	
3rd 6 months			$32.50	$44.59	$56.66	
4th 6 months			$36.32	$50.26	$64.19	
5th 6 months			$38.24	$53.11	$67.98	
6th 6 months			$42.06	$58.79	$75.51	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Drywall						
Drywall Taper	PT-22-D		$43.16	$56.14	$69.11	H H D H D D D D Y
Four 10s allowed Monday-Thursday		7/3/2012				
	Apprentice Rates:					
	First 3 months		$30.19	$36.68	$43.17	
	Second 3 months		$32.78	$40.57	$48.35	
	Second 6 months		$35.37	$44.45	$53.53	
	Third 6 months		$37.97	$48.35	$58.73	
	4th 6 months		$39.27	$50.30	$61.33	
Electrician						
Road Way Electrical Work	EC-17		$50.53	$73.30	$96.06	H H H H H H H D Y
Double time due after 16 hours on any calendar day and all hours Sunday.		8/6/2013				
	Apprentice Rates:					
	1st 6 months		$32.32	$45.98	$59.64	
	2nd 6 months		$34.59	$49.39	$64.18	
	3rd 6 months		$36.88	$52.82	$68.76	
	4th 6 months		$39.15	$56.23	$73.30	
	5th 6 months		$41.43	$59.65	$77.86	
	6th 6 months		$45.97	$66.46	$86.94	
Inside Wireman	EC-58-IW		$57.73	$75.80	$93.86	H H H H H H H D N
		6/26/2013				
	Apprentice Rates:					
	0-1000 hours		$36.05	$43.27	$50.50	
	1000-2000 hours		$37.86	$45.99	$54.12	
	2000-3500 hours		$39.67	$48.71	$57.74	
	3500-5000 hours		$41.47	$51.41	$61.34	
	5000-6500 hours		$45.08	$56.82	$68.56	
	6500-8000 hours		$48.70	$62.25	$75.80	
Sound and Communication Installer/Technician	EC-58-SC		$36.12	$48.25	$60.37	H H H H H H H D Y
4 consecutive 10s allowed M-TH		9/16/2013				
	Apprentice Rates:					
	Period 1		$23.99	$30.06	$36.11	
	Period 2		$25.21	$31.88	$38.55	
	Period 3		$26.41	$33.68	$40.95	
	Period 4		$27.63	$35.51	$43.39	
	Period 5		$28.84	$37.33	$45.81	
	Period 6		$30.06	$39.16	$48.25	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Elevator Constructor						
Elevator Constructor	EL 36		$56.46		$94.99	D D D D D D D D Y
Elevator Constructor		8/7/2007				
	Apprentice Rates:					
	1st Year Apprentice		$37.74		$58.93	
	2nd Year Apprentice		$41.90		$66.94	
	3rd Year Apprentice		$43.98		$70.95	
	4th Year Apprentice		$48.14		$78.96	
Glazier						
Glazier	GL-357		$46.21	$64.51	$82.80	H H H H H H H D Y
If a four 10 hour day workweek is scheduled, four 10s must be consecutive, M-F.		7/3/2012				
	Apprentice Rates:					
	1st 6 months		$31.63	$42.64	$53.64	
	2nd 6 months		$33.09	$44.83	$56.56	
	3rd 6 months		$36.00	$49.19	$62.38	
	4th 6 months		$37.46	$51.39	$65.30	
	5th 6 months		$38.92	$53.57	$68.22	
	6th 6 months		$40.38	$55.77	$71.14	
	7th 6 months		$41.84	$57.95	$74.06	
	8th 6 months		$44.75	$62.32	$79.88	
Heat and Frost Insulator						
Spray Insulation	AS25S		$20.14	$29.14		H H H H H H H H N
		3/5/2007				
Heat and Frost Insulator and Asbestos Worker						
Heat and Frost Insulators and Asbestos Workers	AS25		$60.25	$76.00	$91.74	H H H H H H H D Y
Four 10s must be worked for a minimum of 2 weeks consecutively, Monday thru Thursday. All hours worked in excess of 10 will be paid at double time. All hours worked on the fifth day, Monday thru Friday will paid at time and one-half.		1/29/2014				
	Apprentice Rates:					
	1st Year		$46.08	$54.74	$63.40	
	2nd Year		$49.23	$59.46	$69.70	
	3rd Year		$50.80	$61.82	$72.84	
	4th Year		$53.95	$66.54	$79.14	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Ironworker						
Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work Four ten hour work days may be worked during Monday-Saturday.	IR-25-F1	4/2/2013	$33.15	$45.15	$57.15	X X H X X X H D Y
	Apprentice Rates:					
	60% Level		$22.75	$29.95	$37.15	
	65% Level		$24.05	$31.85	$39.65	
	70% Level		$25.36	$33.76	$42.16	
	75% Level		$26.65	$35.65	$44.65	
	80% Level		$27.95	$37.55	$47.15	
	85% Level		$29.25	$39.45	$49.65	
Siding, Glazing, Curtain Wall 4 tens may be worked Monday thru Thursday @ straight time.	IR-25-GZ2	4/11/2013	$44.11	$55.52	$66.93	X X H H H H D D Y
	Apprentice Rates:					
	Level 1		$27.18	$33.53	$39.88	
	Level 2		$29.29	$36.27	$43.25	
	Level 3		$31.41	$39.03	$46.64	
	Level 4		$33.53	$41.78	$50.02	
	Level 5		$35.64	$44.53	$53.40	
	Level 6		$37.76	$47.28	$56.78	
Pre-engineered Metal Work	IR-25-PE-Z1	6/3/2014	$45.24	$55.53	$65.81	X X H X X X X D Y
	Apprentice Rates:					
	1st Year		$26.11	$31.58	$37.06	
	3rd 6 month period		$28.23	$34.46	$40.68	
	4th 6 month period		$30.36	$37.35	$44.33	
	5th 6 month period		$32.48	$40.21	$47.95	
	6th 6 month period		$34.61	$43.99	$53.37	
Reinforced Iron Work	IR-25-RF	6/25/2013	$54.61	$81.78	$108.95	H H D H D D D D N
	Apprentice Rates:					
	Level 1		$34.66	$51.56	$68.45	
	Level 2		$37.11	$55.23	$73.35	
	Level 3		$39.54	$58.70	$77.84	
	Level 4		$42.16	$62.80	$83.45	
	Level 5		$44.76	$66.71	$88.65	
	Level 6		$47.38	$70.64	$93.89	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Rigging Work	IR-25-RIG	6/25/2013	$60.28	$90.26	$120.24	H H H H H H H D N
Apprentice Rates:						
Level 1& 2			$34.93	$52.39	$69.86	
Level 3			$37.80	$56.71	$75.60	
Level 4			$40.66	$60.99	$81.32	
Level 5			$43.53	$65.29	$87.06	
Level 6			$46.41	$69.62	$92.82	
Decking 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-SD	6/25/2013	$52.24	$78.08	$103.92	X X H H H H D D Y
Structural, ornamental, conveyor, welder and pre-cast 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-STR	6/25/2013	$60.41	$90.34	$120.26	H H H H H H D D Y
Apprentice Rates:						
Levels 1 & 2			$35.06	$52.64	$69.98	
Level 3			$37.89	$56.52	$75.14	
Level 4			$40.71	$60.74	$80.78	
Level 5			$43.54	$65.37	$86.94	
Level 6			$46.37	$69.24	$92.10	
Level 7			$49.19	$73.47	$97.74	
Level 8			$52.02	$77.71	$103.40	
Industrial Door erection & construction	IR-25-STR-D	6/27/2013	$40.97	$61.13	$81.29	H H H H H H D D Y

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Classification Name Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Laborer						
Construction Laborer, Demolition Laborer, Mason Tender,Carpenter Tender, Drywall Handler, Concrete Laborer, Cement Finisher Tender, Concrete Chute, and Concrete Bucket Handler	L33401-A-CC	7/15/2013	$43.54	$61.94	$80.33	H H H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						
	Apprentice Rates:					
	0-1,000 work hours		$37.60	$53.03	$68.45	
	1,001 - 2,000 work hours		$38.79	$54.81	$70.83	
	2,001 - 3,000 work hours		$39.98	$56.60	$73.21	
	3,001 - 4,000 work hours		$42.35	$60.15	$77.95	
Signal Man (on sewer & caisson work), Air, Electric or Gasoline Tool Operator, Concrete Vibrator Operator, Acetylene Torch & Air Hammer Operator; Scaffold Builder, Caisson Worker	L33401-B-SB	7/16/2013	$43.80	$62.33	$80.85	H H H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						
Furnace Battery Heater Tender, Burning Bar & Oxy-Acetylene Gun	L33401-D-HH	7/16/2013	$44.04	$62.69	$81.33	H H H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						

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Classification Name Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Expediter Man, Top Man and/or Bottom Man (Blast Furnace Work or Battery Work)	L33401-E-EX	7/16/2013	$44.79	$63.81	$82.83	H H H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						
Cleaner/Sweeper Laborer; Furniture Laborer	L33401-F-CL	7/16/2013	$38.09	$53.76	$69.43	H H H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						
Lansing Burner, Blaster & Powder Man; Air, Electric or Gasoline Tool Operator (Blast Furance Work or Battery Work)	L334C	7/16/2013	$44.29	$63.06	$81.83	X X H X H H H D Y
Plasterer Tender, Plastering Machine Operator	LPT-1	10/25/2013	$43.54	$61.94	$80.33	X X H H H H H D Y
If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.						
Apprentice Rates:						
0 - 1,000 hours			$37.60	$53.03	$68.45	
1,001 - 2,000 hours			$38.79	$54.81	$70.83	
2,001 - 3,000 hours			$39.98	$56.60	$73.21	
3,001 - 4,000 hours			$42.35	$60.15	$77.95	

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Requestor: Wayne State University
Project Description: Old Main Graduate Art Studios - Ventilation Upgrades

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Laborer - Hazardous						
Class A performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z1-A	11/1/2013	$43.54	$61.94	$80.33	H H H H H H H D Y
Apprentice Rates:						
0-1,000 work hours			$37.60	$53.03	$68.45	
1,001-2,000 work hours			$38.79	$54.81	$70.83	
2,001-3,000 work hours			$39.98	$56.60	$73.21	
3,001-4,000 work hours			$42.35	$60.15	$77.95	
Class B performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z1-B	11/4/2013	$44.54	$63.44	$82.33	H H H H H H H D Y
Apprentice Rates:						
0-1,000 work hours			$38.36	$54.17	$69.97	
1,001-2,000 work hours			$39.59	$56.01	$72.43	
2,001-3,000 work hours			$40.83	$57.87	$74.91	
3,001-4,000 work hours			$43.30	$61.58	$79.85	
Laborer Underground - Tunnel, Shaft & Caisson						
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z1-1	9/6/2013	$37.87	$48.66	$59.44	X X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$33.05	$41.43	$49.80	
1,001-2,000 work hours			$34.02	$42.88	$51.74	
2,001-3,000 work hours			$34.98	$44.32	$53.66	
3,001-4,000 work hours			$36.91	$47.21	$57.52	

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Classification Name Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder.	LAUCT-Z1-2	9/6/2013	$37.98	$48.82	$59.66	X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$33.14	$41.56	$49.98	
1,001-2,000 work hours			$34.10	$43.00	$51.90	
2,001-3,000 work hours			$35.07	$44.45	$53.84	
3,001-4,000 work hours			$37.01	$47.37	$57.72	
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z1-3	9/6/2013	$38.04	$48.91	$59.78	X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$33.18	$41.62	$50.06	
1,001-2,000 work hours			$34.15	$43.07	$52.00	
2,001-3,000 work hours			$35.12	$44.53	$53.94	
3,001-4,000 work hours			$37.07	$47.45	$57.84	
Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z1-4	9/6/2013	$38.22	$49.18	$60.14	X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$33.32	$41.83	$50.34	
1,001-2,000 work hours			$34.30	$43.30	$52.30	
2,001-3,000 work hours			$35.28	$44.77	$54.26	
3,001-4,000 work hours			$37.24	$47.71	$58.18	
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z1-5	9/6/2013	$38.47	$49.56	$60.64	X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$33.50	$42.10	$50.70	
1,001-2,000 work hours			$34.50	$43.60	$52.70	
2,001-3,000 work hours			$35.49	$45.09	$54.68	
3,001-4,000 work hours			$37.48	$48.07	$58.66	

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Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class VI - Dynamite man and powder man.		LAUCT-Z1-6	9/6/2013	$38.80	$50.05	$61.30	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			$33.75	$42.47	$51.20	
	1,001-2,000 work hours			$34.76	$43.99	$53.22	
	2,001-3,000 work hours			$35.77	$45.51	$55.24	
	3,001-4,000 work hours			$37.79	$48.53	$59.28	
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.		LAUCT-Z1-7	9/6/2013	$32.08	$39.97	$47.86	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			$28.71	$34.91	$41.12	
	1,001-2,000 work hours			$29.38	$35.92	$42.46	
	2,001-3,000 work hours			$30.06	$36.94	$43.82	
	3,001-4,000 work hours			$31.41	$38.97	$46.52	
Landscape Laborer Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.		LLAN-Z1-A	7/5/2013	$28.18	$38.91	$49.64	X X H X X X H D Y
Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs Sundays paid at time & one half. Holidays paid at double time.		LLAN-Z1-B	7/5/2013	$23.96	$32.58	$41.20	X X H X X X H D Y

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Marble Finisher						
Marble Finisher	BR1-MF		$42.94	$53.65	$64.35	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.		9/5/2013				
Apprentice Rates:						
Level 1			$18.80	$24.77	$30.73	
Level 2			$19.99	$26.55	$33.11	
Level 3			$26.67	$33.52	$40.36	
Level 4			$28.12	$35.69	$43.26	
Level 5			$29.62	$37.37	$45.13	
Level 6			$31.22	$39.37	$47.51	
Level 7			$32.89	$41.08	$49.26	
Level 8			$34.36	$42.95	$51.54	
Marble Mason						
Marble Mason	BR1-MM		$49.67	$63.74	$77.81	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.		9/5/2013				
Apprentice Rates:						
Level 1			$24.83	$32.24	$39.65	
Level 2			$27.85	$36.04	$44.23	
Level 3			$33.00	$41.45	$49.90	
Level 4			$35.70	$45.09	$54.49	
Level 5			$37.94	$47.57	$57.21	
Level 6			$41.55	$52.91	$64.27	
Level 7			$42.21	$53.72	$65.22	
Level 8			$43.13	$55.10	$67.06	
Operating Engineer						
Crane with boom & jib or leads 120' or longer	EN-324-A120		$56.01	$73.30	$90.58	X X H H D D D D Y
Work in excess of 12 per day shall be paid at double time.		8/2/2013				
Crane with boom & jib or leads 140' or longer	EN-324-A140		$56.83	$74.53	$92.22	X X H H D D D D Y
Work in excess of 12 per day shall be paid at double time.		8/2/2013				
Crane with boom & jib or leads 220' or longer	EN-324-A220		$57.13	$74.98	$92.82	X X H H D D D D Y
Work in excess of 12 per day shall be paid at double time.		8/2/2013				

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Crane with boom & jib or leads 300' or longer Work in excess of 12 per day shall be paid at double time.	EN-324-A300	8/2/2013	$58.63	$77.23	$95.82	X X H H D D D D Y
Crane with boom & jib or leads 400' or longer Work in excess of 12 per day shall be paid at double time.	EN-324-A400	8/2/2013	$60.13	$79.48	$98.82	X X H H D D D D Y
Compressor or welding machine Work in excess of 12 per day shall be paid at double time.	EN-324-CW	8/2/2013	$45.16	$57.02	$68.88	X X H H D D D D Y
Forklift, lull, extend-a-boom forklift Work in excess of 12 per day shall be paid at double time.	EN-324-FL	8/2/2013	$52.47	$67.99	$83.50	X X H H D D D D Y
Fireman or oiler Work in excess of 12 per day shall be paid at double time.	EN-324-FO	8/2/2013	$44.13	$55.48	$66.82	X X H H D D D D Y
Regular crane, job mechanic, concrete pump with boom Work in excess of 12 per day shall be paid at double time.	EN-324-RC	8/2/2013	$55.15	$72.01	$88.86	X X H H D D D D Y
Regular engineer, hydro-excavator, remote controlled concrete breaker Work in excess of 12 per day shall be paid at double time.	EN-324-RE	8/2/2013	$54.18	$70.55	$86.92	X X H H D D D D Y
Apprentice Rates:						
0-999 hours			$43.51	$54.98	$66.43	
1,000-1,999 hours			$45.14	$57.41	$69.69	
2,000-2,999 hours			$46.79	$59.89	$72.99	
3,000-3,999 hours			$48.42	$62.34	$76.25	
4,000-4,999 hours			$50.05	$64.78	$79.51	
5,000-5,999 hours			$51.70	$67.26	$82.81	
Operating Engineer - DIVER						
Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	4/2/2014	$52.80	$79.20	$105.60	H H H H H H H D N
Operating Engineer - Marine Construction						
Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	2/12/2014	$65.00	$84.85	$104.70	X X H H H H H D Y

Holiday pay= $124.55 per hour, wages & fringes

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Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Subdivision of county	all Great Lakes, islands therein, & connecting & tributary waters						
Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender		GLF-2	2/12/2014	$63.50	$82.60	$101.70	X X H H H H H D Y
Holiday pay = $120.80 per hour, wages & fringes							
Subdivision of county	All Great Lakes, islands therein, & connecting & tributary waters						
Friction, Lattice Boom or Crane License Certification		GLF-2B	2/12/2014	$64.50	$84.10	$103.70	X X H H H H H D Y
Holiday pay = $123.30							
Subdivision of county	All Great Lakes, islands, therein, & connecting & tributary waters						
Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery		GLF-3	2/12/2014	$59.30	$76.30	$93.30	X X H H H H H D Y
Holiday pay = $110.30 per hour, wages & fringes							
Subdivision of county	All Great Lakes, islands therein, & connecting & tributary waters						
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator		GLF-4	2/12/2014	$53.60	$67.75	$81.90	X X H H H H H D Y
Holiday pay = $96.05 per hour, wages & fringes							
Subdivision of county	All Great Lakes, islands therein, & connecting & tributary waters						

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Class I						
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCI-Z1A	1/20/2012	$51.84	$67.86	$83.87	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Apprentice Rates:					
	1st 6 months		$41.63	$52.85	$64.05	
	2nd 6 months		$43.23	$55.25	$67.25	
	3rd 6 months		$44.83	$57.64	$70.45	
	4th 6 months		$46.43	$60.04	$73.65	
	5th 6 months		$48.03	$62.44	$76.85	
	6th 6 months		$49.64	$64.86	$80.07	
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWCI-Z1B	1/20/2012	$50.89	$66.43	$81.97	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Apprentice Rates:					
	1st 6 months		$40.97	$51.85	$62.73	
	2nd 6 months		$42.52	$54.17	$65.83	
	3rd 6 months		$44.07	$56.50	$68.93	
	4th 6 months		$45.64	$58.86	$72.07	
	5th 6 months		$47.19	$61.19	$75.17	
	6th 6 months		$48.74	$63.51	$78.27	
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCI-Z1D	1/20/2012	$49.59	$64.48	$79.37	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Apprentice Rates:					
	1st 6 months		$40.06	$50.49	$60.91	
	2nd 6 months		$41.54	$52.71	$63.87	
	3rd 6 months		$43.04	$54.96	$66.87	
	4th 6 months		$44.53	$57.19	$69.85	
	5th 6 months		$46.02	$59.42	$72.83	
	6th 6 months		$47.50	$61.65	$75.79	

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.		EN-324-HWCI-Z1DCL 1/20/2012	$49.34	$64.11	$78.87	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
	Apprentice Rates:					
	1st 6 months		$39.89	$50.23	$60.57	
	2nd 6 months		$41.36	$52.44	$63.51	
	3rd 6 months		$42.83	$54.64	$66.45	
	4th 6 months		$44.31	$56.86	$69.41	
	5th 6 months		$45.79	$59.08	$72.37	
	6th 6 months		$47.27	$61.30	$75.33	
Operating Engineer Hazardous Waste Class II Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.		EN-324-HWCII-Z1A 1/20/2012	$47.61	$61.51	$75.41	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.		EN-324-HWCII-Z1B 1/20/2012	$46.66	$60.09	$73.51	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.		EN-324-HWCII-Z1D 1/20/2012	$45.36	$58.14	$70.91	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.		EN-324-HWCII-Z1DCL 1/20/2012	$45.11	$57.76	$70.41	H H H H H H H D Y
Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.						

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 140' or longer						
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1A	1/20/2012	$54.49	$71.83	$89.17	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1B	1/20/2012	$53.54	$70.41	$87.27	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1D	1/20/2012	$52.24	$68.46	$84.67	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1DCL	1/20/2012	$51.99	$68.08	$84.17	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 220' or longer						
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1A	1/20/2012	$54.79	$72.28	$89.77	H H H H H H H D Y

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Classification Name Description	Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1B 1/20/2012	$53.84	$70.86	$87.87	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1D 1/20/2012	$52.54	$68.91	$85.27	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1DCL 1/20/2012	$52.29	$68.53	$84.77	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with boom					
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1DCL 1/20/2012	$49.69	$64.63	$79.57	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with Boom Operator					
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1D 1/20/2012	$50.56	$65.94	$81.31	H H H H H H H D Y

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with booms						
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1B	1/20/2012	$51.86	$67.89	$83.91	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operators and Concrete Pump with booms						
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1A	1/20/2012	$52.81	$69.31	$85.81	H H H H H H H D Y
Operating Engineer Steel Work						
Forklift, 1 Drum Hoist	EN-324-ef	6/17/2013	$57.11	$75.12	$93.13	H H D H H H D D Y
Crane w/ 120' boom or longer	EN-324-SW120	6/14/2013	$59.81	$79.17	$98.53	H H D H H H D D Y
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	6/14/2013	$60.81	$80.67	$100.53	H H D H H H D D Y
Crane w/ 140' boom or longer	EN-324-SW140	6/14/2013	$60.99	$80.94	$100.89	H H D H H H D D Y
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	6/14/2013	$61.99	$82.44	$102.89	H H D H H H D D Y
Boom & Jib 220' or longer	EN-324-SW220	6/14/2013	$61.26	$81.35	$101.43	H H D H H H D D Y
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	6/14/2013	$62.26	$82.85	$103.43	H H D H H H D D Y

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Boom & Jib 300' or longer		EN-324-SW300	6/14/2013	$62.76	$83.60	$104.43	H H D H H H D D Y
Crane w/ 300' boom or longer w/ Oiler		EN-324-SW300-O	6/14/2013	$63.76	$85.10	$106.43	H H D H H H D D Y
Boom & Jib 400' or longer		EN-324-SW400	6/14/2013	$64.26	$85.85	$107.43	H H D H H H D D Y
Crane w/ 400' boom or longer w/ Oiler		EN-324-SW400-O	6/14/2013	$65.26	$87.35	$109.43	H H D H H H D D Y
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator		EN-324-SWCO	6/17/2013	$59.45	$78.63	$97.81	H H D H H H D D Y
	Apprentice Rates:						
	0-999 hours			$47.09	$60.51	$73.94	
	1,000-1,999 hours			$49.01	$63.40	$77.78	
	2,000-2,999 hours			$50.93	$66.28	$81.62	
	3,000-3,999 hours			$52.85	$69.16	$85.46	
	4,000-4,999 hours			$54.76	$72.02	$89.28	
	5,000 hours			$56.68	$74.91	$93.12	
Crane w/ Oiler		EN-324-SWCO-O	6/17/2013	$60.45	$80.13	$99.81	H H D H H H D D Y
Compressor or Welder Operator		EN-324-SWCW	6/17/2013	$52.00	$67.46	$82.91	H H D H H H D D Y
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe		EN-324-SWHO	6/17/2013	$58.81	$77.67	$96.53	H H D H H H D D Y
Oiler		EN-324-SWO	6/17/2013	$50.59	$65.34	$80.09	H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level		EN-324-SWTD50	6/14/2013	$60.54	$80.27	$99.99	H H D H H H D D Y
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first level		EN-324-SWTD50-O	6/14/2013	$61.54	$81.77	$101.99	H H D H H H D D Y

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Underground						
Class I Equipment	EN-324A1-UC1	9/13/2013	$50.34	$65.33	$80.32	H H H H H H H D Y
Apprentice Rates:						
0-999 hours			$40.75	$51.25	$61.74	
1,000-1,999 hours			$42.24	$53.48	$64.72	
2,000-2,999 hours			$43.75	$55.75	$67.74	
3,000-3,999 hours			$45.24	$57.98	$70.72	
4,000-4,999 hours			$46.74	$60.23	$73.72	
5,000-5,999 hours			$48.25	$62.50	$76.74	
Class II Equipment	EN-324A1-UC2	9/13/2013	$45.61	$58.24	$70.86	H H H H H H H D Y
Class III Equipment	EN-324A1-UC3	9/13/2013	$44.88	$57.14	$69.40	H H H H H H H D Y
Class IV Equipment	EN-324A1-UC4	9/13/2013	$44.31	$56.29	$68.26	H H H H H H H D Y
Master Mechanic	EN-324A1-UMM	9/13/2013	$50.59	$65.71	$80.82	H H H H H H H D Y
Painter						
Painter (8 hours of repaint work performed on Sunday shall be paid time & one half rate)	PT-22-P	6/18/2012	$41.32	$53.78	$66.23	H H D H D D D D Y
Four 10s allowed Monday-Thursday with Friday makeup day if job down due to weather, holiday or other conditions beyond the control of the employer.						
Apprentice Rates:						
First 6 months			$28.87	$35.10	$41.33	
Second 6 months			$32.60	$40.69	$48.79	
Third 6 months			$33.85	$42.57	$51.29	
Fourth 6 months			$35.09	$44.43	$53.77	
Fifth 6 months			$36.34	$46.31	$56.27	
Final 6 months			$37.58	$48.17	$58.75	
Pipe and Manhole Rehab						
General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247	10/15/2012	$27.20	$36.70		H H H H H H H H N

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Classification Name / Description			Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment		TM247-2	10/15/2012	$31.70	$43.45		H H H H H H H H N
CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work		TM247-3	10/15/2012	$30.45	$41.57		H H H H H H H H N
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated		TM247-4	10/15/2012	$32.20	$44.20		H H H H H H H H N
Combo Unit driver & Jetter-Vac Operator		TM247-5	10/15/2012	$32.20	$44.20		H H H H H H H H N
Pipe Bursting & Slip-lining Equipment Operator		TM247-6	10/15/2012	$33.20	$45.70		H H H H H H H H N
Pipefitter							
Pipefitter		PF-636	6/26/2013	$65.63	$86.83	$104.03	H H D H D D D D Y
	Apprentice Rates:						
	1st & 2nd periods			$26.93	$35.28	$42.28	
	3rd period			$28.93	$38.28	$46.28	
	4th period			$30.18	$40.16	$48.78	
	5th period			$31.43	$42.03	$51.28	
	6th period			$32.68	$43.90	$53.78	
	7th period			$33.93	$45.78	$56.28	
	8th period			$34.93	$47.28	$58.28	
	9th period			$35.93	$48.78	$60.28	
	10th period			$37.36	$50.92	$63.14	
Plasterer							
Plasterer		BR1P	11/1/2012	$45.04	$67.56	$90.08	H H H H H H H D N
	Apprentice Rates:						
	1st 6 months			$32.11	$48.17	$64.22	
	2nd 6 months			$33.40	$50.10	$66.80	
	3rd 6 months			$34.69	$52.04	$69.38	
	4th 6 months			$37.28	$55.92	$74.56	
	5th 6 months			$39.87	$59.81	$79.74	
	6th 6 months			$42.45	$63.68	$84.90	

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Plasterer	PL67	9/8/2010	$44.72	$60.11	$75.50	H H H X D D D D N
Apprentice Rates:						
1st 6 months			$29.33	$37.02	$44.72	
2nd 6 months			$30.87	$39.34	$47.80	
3rd 6 months			$32.41	$41.64	$50.88	
4th 6 months			$35.49	$46.26	$57.04	
5th 6 months			$38.56	$51.16	$63.76	
6th 6 months			$41.64	$55.49	$69.34	
Plumber						
Plumber	PL-98	7/18/2013	$64.45	$84.87	$101.29	H H D H D D D D Y
Apprentice Rates:						
Period 1			$19.93	$26.43	$32.93	
Period 2			$23.90	$31.40	$38.90	
Period 3			$30.60	$39.19	$47.77	
Period 4			$31.23	$40.13	$49.03	
Period 5			$32.39	$41.87	$51.35	
Period 6			$33.54	$43.59	$53.65	
Period 7			$34.69	$45.32	$55.95	
Period 8			$35.86	$47.07	$58.29	
Period 9			$37.01	$48.80	$60.59	
Period 10			$38.16	$50.53	$62.89	
Roofer						
Commercial Roofer Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.	RO-149-WOM	8/18/2008	$48.46	$62.29	$76.62	H H D H H H D D N
Apprentice Rates:						
Apprentice 1			$32.62	$39.86	$48.04	
Apprentice 2			$36.80	$44.80	$53.30	
Apprentice 3			$38.22	$46.93	$56.14	
Apprentice 4			$39.25	$48.48	$58.20	
Apprentice 5			$40.47	$50.30	$60.64	
Apprentice 6			$41.87	$52.40	$63.44	
Sewer Relining						
Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	5/6/2014	$42.26	$57.09	$71.91	H H H H H H H D N

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Classification Name / Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	5/6/2014	$40.73	$54.79	$68.85	H H H H H H H D N
Sheet Metal Worker						
Sheet Metal Worker A 4 10 schedule may be worked, 4 consecutive days Monday thru Friday.	SHM-80	8/1/2013	$60.77	$77.68	$94.59	H H D X H H H D Y
Apprentice Rates:						
1st & 2nd Periods Indentured after 6-1-11			$38.12	$45.73	$53.34	
3rd & 4th Periods Indentured after 6-1-11			$39.82	$48.28	$56.74	
5th & 6th Periods Indentured after 6-1-11			$41.50	$50.80	$60.10	
7th & 8th Periods Indentured after 6-1-11			$43.19	$53.34	$63.48	
9th & 10th Periods Indentured before 6-1-11			$50.86	$63.38	$75.90	
Siding and decking	SHM-80-SD	1/13/2014	$42.07	$54.28	$66.48	H H H H H H H D Y
Sprinkler Fitter						
Sprinkler Fitter 4 ten hour days allowed Monday-Friday Double time pay due after 12 hours worked M-F	SP 704	1/10/2014	$63.92	$84.88	$105.83	H H D H D D D D Y
Apprentice Rates:						
1st Period			$27.77	$36.15	$44.53	
2nd Period			$40.87	$50.30	$59.73	
3rd Period			$42.97	$53.45	$63.93	
4th Period			$45.06	$56.59	$68.11	
5th Period			$47.16	$59.73	$72.31	
6th Period			$49.25	$62.87	$76.49	
7th Period			$51.35	$66.02	$80.69	
8th Period			$53.44	$69.15	$84.87	
9th Period			$55.54	$72.31	$89.07	
10th Period			$57.63	$75.44	$93.25	

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Terrazzo						
Terrazzo Finisher	BR1-TRF		$43.43	$54.38	$65.33	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.		9/5/2013				
Apprentice Rates:						
Level 1			$18.80	$24.77	$30.73	
Level 2			$19.99	$26.55	$33.11	
Level 3			$26.67	$33.52	$40.36	
Level 4			$28.12	$35.69	$43.26	
Level 5			$29.62	$37.37	$45.13	
Level 6			$31.22	$39.37	$47.51	
Level 7			$32.89	$41.08	$49.26	
Level 8			$34.36	$42.95	$51.54	
Terrazzo Worker	BR1-TRW		$49.11	$62.90	$76.69	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.		9/5/2013				
Apprentice Rates:						
Level 1			$24.83	$32.24	$39.65	
Level 2			$27.85	$36.04	$44.23	
Level 3			$33.00	$41.45	$49.90	
Level 4			$35.70	$45.09	$54.49	
Level 5			$37.94	$47.57	$57.21	
Level 6			$41.55	$52.91	$64.27	
Level 7			$42.21	$53.72	$65.22	
Level 8			$43.13	$55.10	$67.06	
Tile						
Tile Finisher	BR1-TF		$42.96	$53.68	$64.39	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.		9/5/2013				
Apprentice Rates:						
Level 1			$18.80	$24.77	$30.73	
Level 2			$19.99	$26.55	$33.11	
Level 3			$26.67	$33.52	$40.36	
Level 4			$28.12	$35.69	$43.26	
Level 5			$29.62	$37.37	$45.13	
Level 6			$31.22	$39.37	$47.51	
Level 7			$32.89	$41.08	$49.26	
Level 8			$34.36	$42.95	$51.54	

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Tile Layer A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TL	9/5/2013	$49.06	$62.83	$76.59	H H D H D D D D Y
Apprentice Rates:						
Level 1			$24.83	$32.24	$39.65	
Level 2			$27.85	$36.04	$44.23	
Level 3			$33.00	$41.45	$49.90	
Level 4			$35.70	$45.09	$54.49	
Level 5			$37.94	$47.57	$57.21	
Level 6			$41.55	$52.91	$64.27	
Level 7			$42.21	$53.72	$65.22	
Level 8			$43.13	$55.10	$67.06	
Truck Driver on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB1	8/8/2013	$41.92	$37.85		H H H H H H H H Y
of all trucks of 8 cubic yard capacity or over	TM-RB1A	8/8/2013	$41.30	$38.00		H H H H H H H H Y
on euclid type equipment	TM-RB1B	8/8/2013	$41.45	$38.23		H H H H H H H H Y
Underground Laborer Open Cut, Class I Construction Laborer	LAUC-Z1-1	9/5/2013	$37.72	$48.43	$59.14	X X X X X X X D Y
Apprentice Rates:						
0-1,000 work hours			$32.94	$41.26	$49.58	
1,001-2,000 work hours			$33.90	$42.70	$51.50	
2,001-3,000 work hours			$34.85	$44.13	$53.40	
3,001-4,000 work hours			$36.76	$46.99	$57.22	

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Underground Laborer Open Cut, Class II						
Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z1-2	10/25/2013	$37.83	$48.60	$59.36	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$33.02	$41.38	$49.74	
	1,001-2,000 work hours		$33.98	$42.82	$51.66	
	2,001-3,000 work hours		$34.95	$44.27	$53.60	
	3,001-4,000 work hours		$36.87	$47.15	$57.44	
Underground Laborer Open Cut, Class III						
Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z1-3	9/5/2013	$37.88	$48.67	$59.46	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$33.06	$41.44	$49.82	
	1,001-2,000 work hours		$34.02	$42.88	$51.74	
	2,001-3,000 work hours		$34.99	$44.33	$53.68	
	3,001-4,000 work hours		$36.92	$47.23	$57.54	
Underground Laborer Open Cut, Class IV						
Trench or excavating grade man.	LAUC-Z1-4	9/5/2013	$37.96	$48.79	$59.62	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$33.12	$41.53	$49.94	
	1,001-2,000 work hours		$34.09	$42.99	$51.88	
	2,001-3,000 work hours		$35.06	$44.44	$53.82	
	3,001-4,000 work hours		$36.99	$47.33	$57.68	
Underground Laborer Open Cut, Class V						
Pipe Layer	LAUC-Z1-5	9/5/2013	$38.02	$48.88	$59.74	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$33.16	$41.59	$50.02	
	1,001-2,000 work hours		$34.14	$43.06	$51.98	
	2,001-3,000 work hours		$35.11	$44.51	$53.92	
	3,001-4,000 work hours		$37.05	$47.43	$57.80	

Official Request #: 939
Requestor: Wayne State University
Project Description: Old Main Graduate Art Studios - Ventilation Upgrades

Project Number: 001-128738
County: Wayne

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2014 Prevailing Wage Rates for State Funded Projects

Issue Date: 6/11/2014
Contract must be awarded by: 9/9/2014
Page 29 of 29

Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class VI							
Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.		LAUC-Z1-6	9/5/2013	$35.47	$45.06	$54.64	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			$31.25	$38.73	$46.20	
	1,001-2,000 work hours			$32.10	$40.00	$47.90	
	2,001-3,000 work hours			$32.94	$41.26	$49.58	
	3,001-4,000 work hours			$34.63	$43.79	$52.96	
Underground Laborer Open Cut, Class VII							
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.		LAUC-Z1-7	9/5/2013	$32.09	$39.99	$47.88	X X X X X X X D Y
	Apprentice Rates:						
	0-1,000 work hours			$28.72	$34.93	$41.14	
	1,001-2,000 work hours			$29.39	$35.93	$42.48	
	2,001-3,000 work hours			$30.07	$36.95	$43.84	
	3,001-4,000 work hours			$31.42	$38.98	$46.54	

Official Request #: 939
Requestor: Wayne State University
Project Description: Old Main Graduate Art Studios - Ventilation Upgrades

Project Number: 001-128738
County: Wayne

Official Rate Schedule
Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

WAYNE STATE UNIVERSITY
PAYMENT PACKAGE DOCUMENT REQUIREMENTS *(Revised 5-06-2011)*:

Review and comply with Section 410 of Bid Front End Documents.
Review and comply with Article 15 of the Supplemental General Conditions.

AIA DOCUMENT G702 & G703 – (or facsimile thereof) Payment Application Checklist:

- o Correct Project Name – Found on your contract.
- o Correct Project Number – Found on your contract.
- o Purchase Order Number – Required prior to beginning work.
- o Correct Application Number. (i.e. 1, 2, 3, etc.)
- o Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- o Approved & Executed Change Orders must be listed. (Cannot invoice for unapproved changes.)
- o Schedule of values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- o Correct Dates – Back dating not accepted.
- o Signed and Notarized.

SWORN STATEMENT – Checklist:

- o List all contractors, sub-contractors, suppliers… ≥ $1000.00
- o Contractor's Sworn Statement amounts must coincide with Column "C" of the schedule of values document. Any unassigned or uncommitted value of contract shall be shown on an entry "Contractor – Unassigned" followed by the amount necessary to cause the „contracted to date" column of the sworn statement to equate with the schedule of value column totals.
- o Current Date – Back dating not accepted.
- o Signed and Notarized.
  A Sworn Statement is required from every Sub Contractor on the job with a material purchase or sub-subcontract of $1,000 or more. (all the way down to the bottom tier)

DEPT. of LABOR FORM WH-347 – Certified Payroll Checklist:
(Union and Non-Union)

- o For every contractor & sub-contractors work, for each week within the application for payment reporting period. (For every „boot" on the floor representing the weeks within the application period)
- o Wayne State University Project Number – Found on your contract.
- o List ALL workers who have worked on the project site.
- o Make sure workers addresses are listed.
- o NO Social Security Numbers, if present they MUST be blackened out or listed in XXX-XX-1234 format.
- o Work classifications based on the job specific Prevailing Wage Schedule descriptions. If you require rates for additional classifications, contact the Michigan Department of Consumer & Industry Services. (Refer to Section 410 of Bid Front End Documents.)
  http://www.cis.state.mi.us/bwuc/bsr/wh/revised_rates/whc_tbl.htm
- o Apprenticeship program status – proof of enrolled program and current completion required for any workers paid at Apprenticeship rates.
- o Rate of Pay verified against the Prevailing Wage Schedule with an hourly costs breakdown of fringes paid. (Refer to attachment for State of Michigan instructions and example)
- o Authorized signatures on affidavit.

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –
Must accompany all package reporting periods: (Union and Non-Union)

- o Copies of Pay Stubs may be required for each Certified Payroll period reported – (Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format. Pay stubs need to reflect claimed participation of fringes like Medical, Dental, Retirement or 1099 classification.)
- o Proof of Ownership for any „Owner Operator" (Sole Proprietor) contractors not claiming their time under prevailing wage act. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.). The Owner Operator must provide copies of "DBA" registration form confirming status as exempt from prevailing wage requirements.

- o Proof of Stored Materials – (Detailed Bill of Sale, certificate of insurance or endorsement page specifically insuring the stored materials, pictures, when large value. WSU reserves the right to on site verification of material. Stored material must be separated from ordinary inventory and labeled for WSU project.
- o Partial Unconditional Waivers – Must release the accumulated amount paid for work and be immediately provided, or provided with the subsequent application for payment. Waivers shall be provided for contractors, sub-contractors, and suppliers listed on the Sworn Statements. (This is required at all tiers)
- o Full Unconditional Waivers – Prime Contractor must deliver fully executed Full Unconditional Waiver upon receipt of final payment. Full Unconditional waivers may be required of sub-contractors and suppliers in advance of final Contractor payment on bonded projects This requirement shall be determined on a project-by-project basis. Full Unconditional waivers shall be required in advance of or at the time of final payment on all non-bonded projects from all subcontractors and suppliers listed on Sworn Statements, or who have provided a notice of furnishing.
- o Partial Conditional Waivers – The Contractor shall provide a Partial Conditional Waivers covering the entire amount of the application for payment. For non-bonded Projects – A partial conditional waiver from all subcontractors must accompany any application for payment within which a subcontractor draw is included.
- o Sworn Statements – Required for all Sub Contractors, and Sub-subcontractors (etc.) with any contracts or purchases exceeding $1,000.

FINAL PAYMENT EXCHANGE – Checklist:

- o Clear and concise As-Built drawings.
- o Operation and Maintenance Manuals.
- o Required training must be completed (if applicable).
- o Warranty of work in accordance with project documents.
- o Certificate of Substantial Completion.
- o Full Unconditional Waiver

The Project Manager may provide additional requirements as may apply to individual jobs

Revised 5-6-2011

WAYNE STATE UNIVERSITY

AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR FOR CONSTRUCTION SERVICES (rev 6-2013)

Executed as of the _____ day of _____, 2014 by and between:

The Board of Governors, Wayne State University
Detroit, Michigan 48202
(The University)

and

CONTRACTOR'S_NAME
CONTRACTOR'S_ADDRESS

regarding

Old Main: Graduate Studios Ventilation
4841 Cass
WSU Project No. 001-128738

Sample

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Article 1 - Scope of Work

1.1 This Agreement provides for **Ventilation upgrades for all Graduate Art Studios ,** located at **4841 Cass.** The documents listed in Article 4 fully define the scope of work.

1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 18, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.

1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

Article 2 - Time of Completion

2.1 The work to be performed under this Agreement shall commence upon the Contractor's receipt of a fully-executed Agreement, and substantial completion shall be achieved by **October 24, 2014**.

Article 3 - The Contract Sum

3.1 The University shall pay the Contractor a "lump sum/not-to-exceed (pick one)" amount of $$$$$$$ ("Amount in words 00" /100 dollars) for the performance of all work associated with the Contractor's Base Bid "and Alternates (List)".

3.2 The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated: "(If section 3.2 is not used, delete all text and enter_Deleted"

Description	Amount
Alternate #1	
Alternate #2	
Alternate #3	

3.3 In the event additional work becomes necessary, the following unit prices will apply:
(If section 3.3 is not used, delete all text and enter_Deleted)

Work Item	Unit Price
1.	
2.	
3.	

Article 4 - The Contract Documents

4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications as listed in Article 18, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, and Wayne State University's Supplementary General Conditions 1997 Edition.

4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.

Article 5 – Examination of Premises

5.1 The Contractor acknowledges that the University provided the opportunity for a thorough examination of the project site and its surroundings and that the Contractor knows of no conditions preventing accomplishment of the full scope of work within the time and for the amount specified in this Agreement.

Sample

5.2 The University will deny all claims for additional time and/or cost for conditions that could have been reasonably discovered during such an examination.

Article 6 - The Architect/Engineer

6.1 The Architect/Engineer for this project is:
"(List the Architect and Engineer separately if appropriate)"

Sellinger Associates, Inc.
19821 Farmington Road
Livonia, MI 48152
(Architect Phone No / Fax No)

6.2 The University will appoint a Project Manager who will be the University's point of contact for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving work schedules, and approving contract payments.

Article 7 - Additional Work

7.1 The University reserves the right to let other Agreements in connection with this work. The Contractor will afford other Contractors or the University's own workforce reasonable opportunity for the delivery and storage of their material and for the performance of their work and shall properly connect and coordinate its work with theirs.

7.2 If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor or the University's own workforce, the Contractor shall inspect and promptly report to the University's Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the work of others as fit and proper for reception of the Contractor's work and as a waiver of any claim or defense against the University or other contractor which relies in whole or in part upon the contention that such work was unsuitable for proper execution and resolution.

Article 8 – Dispute Resolution

8.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement. Specifically, all references to Arbitration contained in the General Conditions are superceded by this Article.

8.2 In any claim or dispute by the Contractor against the University, which cannot be resolved by negotiation, the Contractor shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Contractor and is final unless it is challenged by the Contractor by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Contractor agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.

8.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:

8.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or

8.3.2 The Contractor submits the dispute in writing to the Vice President.

Sample

8.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Contractor shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

Article 9 - Termination for Convenience

9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:

9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

9.1.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, including fair and reasonable sums for overhead and profit on such expenses.

9.2 The Contractor shall not be paid on account of loss of anticipated profits or revenue, delay or disruption, or other economic loss arising out of or resulting from such termination. For purposes of this section, "fair and reasonable sums for overhead and profit" shall be determined by reference to Michigan law, without reference to principles used for such determinations in arbitration.

Article 10 - Progress Payments

10.1 On or before the 20th day of each month, the Contractor shall submit a written application for payment, using form AIA G702, to the Architect/Engineer and the University's Project Manager for review. The Architect/Engineer shall have ten (10) calendar days to accept or reject the Contractor's application for payment. Acceptable applications for payment shall then be submitted to the University for Payment of authorized amount(s) within thirty (30) calendar days of receipt by the University's Project Manager.

10.2 The application for payment shall contain a full schedule of values organized and sorted by subcontractor, by Construction Specifications Institute standard work categories, or in another format acceptable to the University.

10.3 Monthly progress payments shall show the percentage of work installed as of the date of the application, less amount previously installed and the amount due for the application period. The Contractor shall deduct a 10% retainage from the balance due for each progress payment and indicate the net amount due on each application.

10.4 When 50% of the work associated with this Agreement is installed, the Contractor shall not deduct additional retainage from the balance due from the University. When substantial completion is achieved and acknowledged by the Architect/Engineer, the Contractor and the University in writing, the University shall remit to the Contractor all but 2% of the retainage. The remaining 2% shall be retained by the University until the final payment is authorized and remitted to the Contractor.

Article 11 - Acceptance and Final Payments

11.1 Final payment shall be due thirty (30) days after the completion of the work, including all punch list items, provided the work is fully completed and the Agreement fully performed.

11.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect/Engineer shall promptly inspect the work. When the Architect/Engineer concludes that the work is acceptable and the Agreement to be fully performed, the Architect/Engineer shall promptly issue a final certificate with an original signature, stating that the work provided is complete and acceptable and that the entire remaining balance found to be due the Contractor shall be remitted by the University once the final

Sample

application for payment is received.

11.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect/Engineer so certifies, the University shall, upon certificate of the Architect/Engineer, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 12 - Non-Discrimination

12.1 The Contractor agrees that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, national origin, or ancestry. Breach of this covenant may be regarded as material breach of this Agreement.

12.2 The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Agreement, provide in its subcontracts that the subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, age, color, religion, national origin or ancestry. Breach of this covenant may also be regarded as a material breach of this Agreement.

Article 13 – Laborers and Mechanics

13.1 All laborers and mechanics must be covered by Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

13.2 The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any Trade Contractor for any tier thereof, and that each worker is covered by workers compensation insurance.

Article 14 - Prevailing Wages

14.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the wage and fringe benefit rates prevailing in the Detroit Metropolitan Area, as determined by the United States Department of Labor. The Contractor shall post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates.

14.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University's representatives upon request.

14.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:

14.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.

14.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the

Sample

Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.

14.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

Article 15 - Save Harmless

15.1 The Contractor shall indemnify, defend and hold harmless the University, its agents and employees from any and all loss, damage, claims, and causes of action whatsoever, including all costs, expenses and attorneys' fees arising out of Contractor's performance of obligations under the terms and conditions of this agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of the University, its agents other than the Contractor, or its employees.

Article 16 - Liquidated Damages

16.1 It is understood and agreed that, if the project is not completed within the time specified in the Agreement plus any extension of time allowed pursuant thereto, the actual damages sustained by the University because of any such delay will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of **$250.00, Two Hundred Fifty Dollars** per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of **$250.00, Two Hundred Fifty Dollars** per day for each day's delay in substantially completing said project beyond the time specified in this Agreement and any extensions of time allowed thereunder.

"ENTER N/A FOR ABOVE AMOUNT IF NO LIQUIDATED DAMAGES"

Article 17- Interpretation

17.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.

17.2 If one part of this Agreement is found to be void by legal or legislative action, the remainder of the contract remains in full effect.

Sample

Article 18 - Drawings and Specifications

18.1 The Technical Specifications and the Project Manual dated **July 28, 2014,** and the following List of Drawings represents the scope of work as defined in the Contract Documents from Article 4.

DRAWINGS

Drawing No.:	**Description**	**dated**

Sample

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

CONTRACTOR'S NAME GOES HERE

By_____
signature

_____
Please print name here

_____
Date signed

_____
Title

_____
Witness

THE BOARD OF GOVERNORS of
WAYNE STATE UNIVERSITY

By_____
Richard J. Nork, Vice President for
Finance and Facilities

_____
Date signed

Form Contract Approved by OGC 06/13 – LG
File_reference_here

Sample

FORM OF GUARANTEE

PROJECT: Old Main: Graduate Studios Ventilation

OWNER: BOARD OF GOVERNORS, WAYNE STATE UNIVERSITY

CONTRACTOR: _____

DATE: _____

Know all men by these presents that, in consideration of my (our) having been awarded the Contract or Subcontract for complete furnishing and installation of:

Old Main: Graduate Studios Ventilation (**001-128738**)

For: **Board of Governors, Wayne State University**

In conformity with drawings and specifications prepared by Architect or Engineer, **Sellinger Associates, Inc.**, and known as the buildings indicated above, I (we) do hereby agree that, should I (we) be notified that the said work has proved faulty, etc., that I (we) will return to the buildings within three (3) working days of the receipt of such notice, and will furnish the necessary labor and material to repair such work to the satisfaction of the Owner and without cost to the Owner.

The Agreement shall remain in full force and effect **for a one year period (DATE TBD)**

WITNESS:

signed:_____
Subcontractor

by:_____

address:_____

city/state/zip:_____

signed:_____
General Contractor

by:_____

(THIS FORM TO BE FILED IN DUPLICATE.)

Sample

GENERAL CONDITIONS (Revised 10-2009)

A. Although AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is not bound herein, it forms a part of these construction documents.

B. A reference copy of AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is on file at the following location:

Wayne State University
Finance & Facilities Management
Procurement & Strategic Sourcing
Academic / Administrative Services Building
5700 Cass Avenue
Detroit Michigan 48202

SUPPLEMENTARY GENERAL CONDITIONS

OF

THE CONTRACT FOR CONSTRUCTION

Facilities Planning & Management - Design & Construction Services

Wayne State University

WSU SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

NOTE: The following items related to A.I.A. General Conditions, A.I.A. Document A-201 - Twelfth Edition (April 1970), by specific number being amended to. These items, as amendments, shall have precedence over the article being amended.

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.5 The Agreement

The Agreement executed by the Contractor and the Owner.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

1.2.6 "General Conditions and "Supplementary General Conditions" apply with equal force to all Contractors, Subcontractors work, and extra work required under this Contract.

1.2.7 Precedence of Drawings and Specifications.
The Agreement has precedence over WSU Supplementary General Conditions.

WSU Supplementary General Conditions have precedence over A.I.A. A-201 General Conditions of the Contract.

Specifications have precedence over drawings. Full-size drawings have precedence over scale drawings. Large-scale plans and details have precedence over small-scale plans and details. Figured dimensions have precedence over plans and elevations.

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

2.1.1.1 The term Architect or Architect/Engineer as used in these specifications refers to Facilities Planning and Management - Design Services, and/or Consulting Architect/Engineer.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.16 The Architect will assign Field Representatives to make periodic visits to the project for the purpose of assisting the Architect in carrying out his field responsibilities at the site. The duties, responsibilities and limitations of authority of any such Field Representative shall be as follows:

a. Explain Contract Documents: Assist the Contractor via the Contractor's Superintendent to understand the intent of the Contract Documents.

b. Observations: Conduct on-site observations and spot checks of the work in progress as a basis for determining conformance of the work, material, and equipment with the Contract Documents.

c. Additional Information: Obtain from the Architect, additional details or information, if and when required, at the job site for proper execution of the work.

d. Modifications: Consider and evaluate suggestions or modifications that may be submitted by the Contractor and report them with recommendations to the Architect for final decision.

e. Construction Schedule and Completion: Be alert to the completion, and report same to the Architect. When the construction work has been completed in accordance with the Contract Documents, advise the Architect that the work is ready for general inspection and

acceptance.

f. Job Conferences: Attend and report to the Architect on all required conferences held at the job site.

g. Observe Tests: See that tests which are required by the Contract Documents are actually conducted; observe, record and report to the Architect all details relative to the test procedures; and advise the architect's office in advance of the schedules of tests.

h. Inspection by Others: If inspectors, representing local, state or federal agencies having jurisdiction over the project, visit the job site, accompany such inspectors during their trips through the project, record the outcome of these inspections, and report same to the Architect's office.

i. Shop Drawings: Do not permit the installation of any materials and equipment for which shop drawings are required unless such drawings have been duly approved and issued by the Architect.

j. Contractor's Requisitions for Payment: Review and make recommendations to the Architect for disposition.

k. List of Items for Correction: After substantial completion, make a list of items for correction before final inspection and check each item as it is corrected.

l. Owner's Occupancy of the Building: If the Owner occupies (to any degree) the building prior to actual completion of the work by the Contractor, be especially alert to possibilities of claims for damage to completed work prior to the acceptance of the building.

m. Owner Existing Operation: In the case of additions to or Demolitions of an existing facility, which must be maintained as an operational unit, be alert to conditions on the job site which may have an effect on the Owner's existing operation.

n. Limitations of Authority: Do not become involved in any of the following areas of responsibility unless specific exceptions are established by written instructions issued by the Architect.

aa. Do not authorize deviations from the Contract Documents.

bb. Avoid conducting any test personally.

cc. Do not enter into the area of responsibility of the Contractor's field superintendent.

dd. Do not expedite job for Contractor unless so instructed by the Architect.

ee. Do not advise on or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Specifications or by written instructions from the Architect.

ff. Do not approve shop drawings or samples.

gg. Do not authorize or advise the Owner to occupy the Project, in whole or in part, prior to the final acceptance of the building.

hh. Do not issue a Certificate for Payment.

ARTICLE 3 - OWNER

3.5 OWNER'S RIGHT TO DO WORK

3.5.1 The Owner may exercise his right, which is hereby acknowledged by the Contractor, to let independent of the Contract for the work herein specified, any other work on the premises even if of

like character and trades, and the Owner shall not be liable for any damage, loss or expense incurred by the Contractor through the fault of any other Contractor so employed by the Owner. The Contractor acknowledges the necessity of work by others, to be performed at approximately the same time as the work hereunder, and agrees to perform his work in full cooperation with the work of such other trades and/or Contractors, partially or entirely completed, by such other trades and/or Contractors, or by the Owner, when, in the opinion of the Architect, such access or use is necessary for the performance and completion of any portion or all of the work of others or of any work on the site.

3.6 OWNER'S ACCESS AND PARTIAL OCCUPANCY

3.6.1 The Owner shall have access to the work at all times, and at his election, may from time to time (prior to the stipulated contract completion date) occupy any of the units or parts of the project as the work in connection therewith is complete to such a degree as will, in the opinion of the Owner, permit their temporary or permanent use. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be upon the following terms:

a. Such occupancy shall not constitute an acceptance of work not performed in accordance with the Contract nor shall such occupancy relieve the Contractor of liability to perform any work by the Contract by not complete at the time of occupancy.

b. Except as otherwise provided by an agreement at the time of such partial occupancy, the Contractor shall be relieved of all maintenance costs on units or parts so occupied.

c. The Contractor shall not be responsible for wear and tear or damage resulting from partial occupancy.

d. The Owner shall assume risk of loss with respect to any unit or part so occupied.

e. The Contractor shall, if required by the Owner, furnish heat, light, water, or other such services to the units or parts occupied and the Owner shall make proper remuneration therefore to the Contractor.

3.6.2 The Contractor agrees that the Owner shall have the right, after seven (7) days' written notice to the Contractor, to place and install as much equipment and machinery during the progress of the work as is possible before the completion of the various parts of the work; and further agrees that such placing and installation of equipment shall not in any way evidence the completion of the work or any portion thereof, nor signify the Owner's acceptance of the work or any portion thereof. Should the Owner place or install such equipment and machinery with his own forces he shall be responsible for any damage to work of the Contractor caused by the Owner's work or workmen. Should the Owner have such placement or installation performed by another Contractor, then the Owner shall require said Contractor to be responsible for all such damage caused by his work, his workers, or his subcontractors.

ARTICLE 4 - CONTRACTOR

4.4 LABOR AND MATERIALS

4.4.3 All materials shall be so delivered, stored and handled to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Packaged materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective qualities specified herein.

4.4.4 The Contractor shall be responsible for the proper care and protection of all his materials, equipment, etc., delivered at the site. Building materials, equipment, etc., may be stored on the premises subject to the approval of the Architect.

4.4.5 To insure timely availability of critical materials in case of national emergency, the Contractor may order his subcontractors to proceed with fabrication of the same earlier than required by normal sequence of construction. In the event storage facilities are not available on the site or at the source of fabrication, the Owner will endeavor to provide such storage space as may be available to care for same. Where this is necessary, the Contractor shall be paid for all stored material on the

Owner's property or on the properties approved by the Owner upon approval of certified invoices. It shall be the Contractor's obligation to pay for all handling costs and damage to this material. The Contractor shall protect this property against damage.

4.6 TAXES

4.6.1 The Bidder shall include in his proposal and make payment of all Federal, State, County and Municipal taxes including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered.

4.7 PERMITS, FEES AND NOTICES

4.7.3 The Contractor shall pay highway or DPW fees for damages to sidewalks, streets, or other public property or to any public utilities.

4.7.4 Permits and licenses of a temporary nature necessary for the execution of the work shall be secured and paid for by the Contractor.

4.7.5 **Except for the General Building Permit (which is not required), the Contractor shall secure and pay for all other required permits, including the following:**

Electrical	**-**	**State of Michigan**
Plumbing	**-**	**State of Michigan**
Mechanical	**-**	**State of Michigan**
Elevator-	**City of Detroit**	

4.7.6 The Contractor shall secure certificates of inspection and of occupancy that may be required by authorities having jurisdiction over the work. These certificates shall be delivered to the Architect upon completion of the work.

4.9 SUPERINTENDENT

4.9.2 The Contractor shall give sufficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall at once report to the Architect any error, inconsistency, or omission which he may discover, but he shall not be held responsible for their existence or discovery.

4.9.3 The Contractor's superintendent shall periodically inspect the entire project to make certain that all of the stipulations of all of the articles of the General Conditions are being observed.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1.1 Refer to Paragraph 4.12.1, of A.I.A. General Conditions of the Contract for Construction. Modify the last sentence of this paragraph to read:

> "The Drawings, marked to record all changes made during construction, shall be incorporated in the Contractor's 'Informational Package'."

4.12.2 As a basic and interim step for the fulfillment of the "Informational Package", accurate records of all non-structural underground and concealed work shall be kept, including, but not limited to, all piping, conduit, equipment, and drainage and tunnel work. In addition, such records shall be available for review during various steps of the project.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.9 Immediately before and as a condition of substantial completion, the Contractor shall provide the Owner an "Informational Package" and instructional sessions on the operation, maintenance, and service of the facility. The "Informational Package" shall include:

1. One (1) set of transparency (sepia) of the approved shop drawings and descriptive material submitted during construction. Any shop documents unobtainable in sepia shall be supplied in three (3) sets.

2. One (1) set of transparency (sepia) of constructional shop drawings with all installation revisions incorporated to reflect the as-built condition. Examples of constructional shop drawings are dimensioned conduit, piping and ductwork layout drawings.

3. Three (3) sets of instructional manuals on the installation, operation, maintenance and service of equipment and systems, including parts lists.

Examples of Specific Information Required:

1. Electrical

   a. Conduit layout of light, power, and special systems, indicating dimensionally the locations and size of runs; circuit grouping and conductor size and number in conduit runs.
   b. System description and elementary diagrams, connection and interconnection diagrams, and device internal diagrams.

2. Mechanical

   a. Piping and ductwork layout indicating dimensionally the location and size of the runs.

   b. Description and diagrams of control systems.

Following the submittal of the "Informational Package", the Contractor shall schedule and provide, at the Owner's convenience, instructional sessions for Owner's personnel to acquaint them with the operation, maintenance, and service of the system.

3. Elevators

   a. Elementary diagrams and description of sequence of operation of the system control components, connection and interconnection diagrams, and device internal diagrams.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Delete Article 5.2.3 in its entirety.

5.2.4 Delete Article 5.2.4 in its entirety.

ARTICLE 7 - MISCELLANEOUS PROVISIONS *(Revised 6-13-2011)*

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with the laws of the State of Michigan. The graduated formula no longer applies.

A. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:

(1) A Labor and Material Payment bond for 100% of the contract award amount to the Board of Governors of Wayne State University, and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials, or any cause whatsoever on account of the Contractor in accordance with the laws of the State of Michigan relating to such bonds.

(2) A Performance bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.

B. The only acceptable Performance Bond shall be the AIA A312 – 2010.

C. The Contractor shall include with his bid evidence of his ability to obtain a Performance Bond in the amount of 100% of the bid amount, and in accordance with the terms and conditions outlined in this section, Such evidence shall be project specific and shall be submitted on a form provided by the Surety or Agent thereof.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor hereby agrees to indemnify, protect and save harmless the Architect and the Owner from and against any and all liability, loss or damage, and to reimburse the Owner and the Architect for any expenses, including legal fees and disbursements to which the Owner or the Architect may be put because of claims of litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the work or materials, equipment, or other items used by the Contractor in its performance.

7.9 INTEREST

7.9.1 Delete Article 7.9 in its entirety.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.3 The Date of Substantial Completion of the Work is the Date certified by the Architect when construction of the entire work is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work for the use for which it is intended. It is the beginning date for the guarantees on all the Project Work.

8.3.5 LIQUIDATED DAMAGES

It is understood that if said Contract is not completed within the time specified in the Contract plus any extension of time thereto, the Contractor shall pay Liquidated Damages to the Owner as set forth in Article 11 of the Agreement between Contractor and Owner for Construction.

ARTICLE 9 - PAYMENT AND COMPLETION

9.3 PROGRESS PAYMENTS

9.3.1 On or before the 20th day of each month, the Contractor shall submit to the Architect on the Owner's Standard Form, a written application for payment showing the proportionate value of the work installed to date from which shall be deducted, a reserve of 10% and all previous payments, and the balance of the amount as approved by the Architect shall be due and payable to the Contractor on or about the 15th day of the succeeding month.

9.3.2.2 No payments will be made because of materials or equipment stored off the site, except as provided for in Subparagraph 4.4.5 of the Supplementary General Conditions or other special cases the Owner may approve.

9.6 FAILURE OF PAYMENT

9.6.1 Delete Article 9.6 in its entirety.

ARTICLE 11 - INSURANCE *(Revised 3-22-2012)*

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.18.

During the life of the Contract, the Contractor shall maintain the following types of insurance:

A. General Requirements

Type of Insurance	Minimum Requirement	
1.Comprehensive General Liability	Bodily Injury	$ 500,000 each person $1,000,000 aggregate
	Property Damage	$ 500,000 each occurrence $1,000,000 aggregate or $2,000,000 combined single limit (CSL)
2.Fire Legal Liability		$ 100,000
3.Comprehensive Automobile Liability (including Hired and non-owned vehicles)	Bodily Injury	$ 500,000 each person $1,000,000 each accident
	Property Damage	$ 500,000 each accident or $2,000,000 combined single limit (CSL)
4.Workers'Compensation (Employer's Liability)	Statutory - Michigan $100,000	
5.Property - All Risk	In an amount sufficient to cover the total value of the contractor's property in the care, custody or control of WSU.	

B. Maximum Acceptable Deductibles

Type of Insurance	Maximum Deductible
Comprehensive General Liability	$5,000
Fire Legal Liability	$5,000
Comprehensive Automobile Liability	-0-
Workers' Compensation	-0-
Property - All Risk	$ 500

11.1.3 The Board of Governors, Wayne State University, shall be named as an additional insured but only with respect to accidents arising out of the performance of said contract. The contractor shall prepare a certificate of insurance which shall name the “Office of Risk Management; 5700 Cass Avenue” as the Wayne State University certificate holder.

11.1.3.1 The Contractor shall either 1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in the Subparagraph, or 2) insure the activity of his subcontractors in his own policy.

11.2 OWNER'S LIABILITY INSURANCE

Delete Article 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Article 11.3 in its entirety and replace with the following:

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and sub-subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.

11.3.2 The Owner and Contractor waive all rights against each other for damages caused by fires or other perils to the extent covered by insurance provided under Subparagraph 11.3.1. The Contractor shall require similar waivers by Subcontractors and sub-subcontractors in accordance with Clause 5.3.1.5.

11.3.3 Insurance must be issued by an insurance company with an “A rating as denoted in the AM Best Key Rating Guide”.

ARTICLE 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.8 Percentage markups in pricing under Subparagraphs 12.1.3.1, 12.1.3.3, and 1.2.4 shall be as limited in the Contract Documents. Unit price of Subparagraph 12.1.3.2 shall represent total unit cost to the Owner and shall include the Contractor's markup for overhead and profit.

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty days under any order of any court or other public authority having jurisdiction, or as a result of any act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the contract or a subcontractor or their agents or employees or other persons performing any of the Work under a contract with the contractor, then the contractor may, upon seven days' written notice to the Owner and the Architect, terminate the contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damages.

ARTICLE 15 - ADDITIONAL CONDITIONS

15.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT

15.1.1 Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors, which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

15.2 NON-DISCRIMINATION PROVISION AND WAGE AND HOUR ACT

15.2.1 During the performance of this contract, the Contractor agrees as follows:

15.2.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, age, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to

their sex, race, age, creed, color, or national origin.

15.2.1.2 Such action shall include but not be limited to, the following: employment; upgrading; demotion; or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

15.2.1.3 The Contractor will, in all solicitations, or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, age or national origin.

15.2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of October 27, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.2.1.5 The Contractor will comply with all provisions of the Executive Order No. 11246 of October 27, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.6 The Contractor will furnish all information and reports required by Executive Order No. 11246 of October 27, 1965, and by the rules, regulations, and orders of the Secretary of Labor or other government agency or authority having jurisdiction, and will permit access to his books, records, and accounts by the administrative agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

15.2.1.7 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further University contracts or federally-assisted contracts in accordance with procedure authorized in Executive Order No. 11246 of October 27, 1965, or by rule, regulation, or order of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.8 The Contractor will include in the provisions of Subparagraph 15.2.1.1 through 15.2.1.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 204 of Executive Order No. 11246 of September 14, 1965, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

15.3 COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

15.3.1 The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29CFR, Part 3) which are herein incorporated by reference.

15.4 PREVAILING WAGES

15.4.1 Contractors and subcontractors shall pay all mechanics and laborers, including apprentices and trainees, no less than the wage and fringe benefit rates prevailing in the locality in which the work is performed. Wage and fringe benefit rates are determined by the Federal Government Department of Labor.

15.4.2 Classifications not provided in the schedule shall be determined prior to the award of the contract and shall be no less than the wage and fringe benefit rates determined by the Federal Department of Labor.

15.4.3 Contractors and subcontractors shall adhere to the ratios of apprentices to journey workers as determined by the Federal Department of Labor.

15.4.4 Contractors and subcontractors shall keep a copy of the prescribed wage and benefit rates posted at the construction site in a conspicuous place.

15.4.5 Contractors and subcontractors shall keep an accurate record of the name, occupation, and the actual benefits paid to each mechanic or laborer for the contract. This record shall be made available for reasonable inspection by the Federal Department of Labor and the Owner.

DRAWINGS

The Technical Specifications dated **July 28, 2014** and the following List of Drawings represent the scope of work as defined in the Contract Documents from Article 4.

DRAWINGS

Drawing No.:	**Description**

GENERAL REQUIREMENTS

GENERAL

A. **CONTRACTOR'S RESPONSIBILITY**

It is not the responsibility of the Architect/Engineer or Owner's Representative to notify the Contractor or subcontractors when to commence, to cease, or to resume work; nor in any way to superintend so as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at times best suited for all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract.

The Contractor shall be responsible for all items contained in both the specifications and on the drawings for all trades. He shall be responsible for the proper division of labor according to current labor union agreements regardless of the division of responsibility implied in the contract documents.

B. **CODES AND STANDARDS**

Reference to standard specifications for workmanship, apparatus, equipment and materials shall conform to the requirements of latest specifications of the organization referenced, i.e., American Society for Testing Materials (ASTM), Underwriters Laboratories, Inc. (UL), American National Standards Institute, Inc. (ANSI), and others so listed in the Technical Specifications.

C. **PERMITS, FEES AND NOTICES**

See Supplementary General Conditions.

D. **MEASUREMENTS**

Before proceeding with each Work Item, Contractor shall locate, mark and measure any quantity or each item and report quantities to Engineer. If measured quantities exceed Engineer's estimate, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Work Item.

Measurement of quantities for individual Work Items will be performed by Contractor and reviewed by Engineer. Coordinate measurements with inspection as required in Section "Coordination."

Cost of Work included in Work Item for quantities as indicated in Contract Documents shall be included in Base Bid.

1. Additions to or deductions from lump sum price for quantities of each Work Item added to or deducted from Work respectively shall be at unit prices indicated in Bid Form and shall constitute payment or deductions in full for all material, equipment, labor, supervision and incidentals necessary to complete Work.

E. **CONTRACTOR'S MEASUREMENTS**

Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for minor discrepancies between dimensions on the drawings and actual field dimensions.

F. **CONTINUITY OF SERVICE *(Revised 3-26-2012)***

Continuity of all existing services in the building shall be maintained throughout the construction period. Where it is necessary to tie into the existing electrical service, water or waste systems, it shall be done as directed by the Architect/Engineer. This Contract shall also provide temporary lines or bypasses that may be required to maintain continuous service in the building. All utility shutdowns must be approved by the Owners Representative / Project Manager, not less than **7 business days** prior to the event, so that proper notification can be posted.

G. **SUBMITTALS**

All submittals (except Shop Drawings) and samples required by the Specifications shall be submitted in triplicate unless otherwise specified for a particular item under an individual Specification Section.

Each sample shall be clearly identified on a tag attached, showing the name of the Project Consultant, the project number and title, the names of the Contractor, manufacturer (and supplier if same is not the manufacturer), the brand name or number identification, pattern, color, or finish designation and the location in the work.

Each submittal shall be covered by a transmittal letter, properly identified with the project title and number and a brief description of the item being submitted.

Contractor shall be responsible for all costs of packing, shipping and incidental expenses connected with delivery of the samples to the Project Consultant or other designated address.

If the initial sample is not approved, prepare and submit additional sets until approval is obtained.

Materials supplied or installed which do not conform to the appearance, quality, profile, texture or other determinant of the approval samples will be rejected, and shall be replaced with satisfactory materials at the Contractor's expense.

H. GENERAL/STANDARD ELECTRONIC EQUIPMENT AND INFRASTRUCTURE REQUIREMENTS *(Revised 11-2008)*

1. Compliance with WSU Standards for Communications Infrastructure

   A. All applicable work, products, materials and methods shall comply with the latest version of the “WSU Standards for Communications Infrastructure” except as where noted.

   B. This document is available at the following website/URL: **http://networks.wayne.edu/WSU-Communications-Standards.pdf**

2. Automation System Program Code

   A. All automation system uncompiled and compiled program codes, source codes, custom modules, graphical user interface screen shots and any other automation system programming data and material (Program Code) shall be provided to the UNIVERSITY in hard copy and on CD Rom in an unencrypted format acceptable to the UNIVERSITY.

   B. Copyright for the Program Code shall be assigned to the UNIVERSITY for purposes of system maintenance.

PROTECTION OF OCCUPANCY *(Revised 3-2006)*

A. **FIRE PRECAUTIONS**

Take necessary actions to eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and other property.
During the construction, provide the type and quantity of fire extinguishers and fire hose to meet safety and fire prevention practices by National Fire Protection Association (NFPA) Codes and Standards (available at http://www.nfpa.org/)

In the event that construction includes "hot work", the contractor shall provide the Owner's Representative with a copy of their hot work policy, procedures, or permit program. No hot work activity (temporary maintenance, renovation, or construction by operation of a gas or electrically powered equipment which produces flames, sparks or heat that is sufficient to start a fire or ignite combustible materials) shall be performed until such documents are provided. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area, and if removal is impossible, same shall be protected with flame retardant shield.

Not more than one-half day's supply of flammable liquids such as gasoline, spray paint and paint solvent shall be brought into the building at any one time. Flammable liquids having a flash point of 100 degrees F. or below which must be brought into the building shall be confined in an Underwriters Laboratories (UL) labeled safety cans. The bulk supply of flammables shall be stored at least 75 feet from the building and other combustible materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums shall be equipped with approved vented pumps, and be grounded and bonded.

Only a reasonable working supply of combustible building materials shall be located inside the building.

All oil-soaked rags, papers, and other similar combustible materials shall be removed from the building at the close of each day's work, or more often if necessary, and placed in metal containers, with self-closing lids.

Materials and equipment stored in cardboard cartons, wood crates or other combustible containers shall be stored in an orderly manner and accessibly located, fire-fighting equipment of approved types shall be placed in the immediate vicinity of any materials or equipment stored in this type of crate or carton.

No gasoline, benzene, or like flammable materials shall be poured into sewers, manholes, or traps.

All rubbish shall be removed from the site and legally disposed of. Burning of rubbish, waste materials or trash on the site shall not be permitted.

The contractor shall be responsible for the conduct of employees relative to smoking and all smoking shall be in the area designated by the Architect/Engineer.

B. **GENERAL SAFETY AND BUILDING PRECAUTIONS**

Provide and maintain in good repair barricades, railings, etc., as required by law for the protection of the Public. All exposed material shall be smoothly dressed.

At dangerous points throughout the work environment provide and maintain colored lights or flags in addition to above guardrails.

Isolate Owner's occupied areas from areas where demolition and alteration work will be done, with temporary, dustproof, weatherproof, and fireproof enclosures as conditions may require and as directed by the Architect/Engineer.

Cover and protect furniture, equipment and fixtures to remain from soiling, dust, dirt, or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Protect openings made in the existing roofs, floors, and other construction with weatherproof coverings, barricades, and temporary fire rated partitions to prevent accidents.

Repair any damage done to existing work caused by the construction and removal of temporary partitions, coverings, and barricades.

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

Provide protection for existing buildings, interior and exterior, finishes, walls, drives, landscaping, lawns (see below), etc. All damages shall be restored to match existing conditions to the satisfaction of the Architect/Engineer.

The Contractor and Owner will define the anticipated area of lawn damage at the project Pre-Construction Meeting. Whether the lawn is sparse or fully developed, any lawn damaged due to the Contractor's work will be replaced with sod by the University. The University's unit cost of $10.00 per square yard and landscaping at a rate of 1.5 times the cost of the sod repairs, the full cost of which will be assessed against the Contractor. At the completion of the project, a deductive Change Order reflecting this cost will be issued.
The Contractor is to include an allowance in his bid for this corrective work.

C. **INTERFERENCE WITH OWNER'S OPERATIONS**

The Owner will be utilizing the Building Facilities to carry on his normal business operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation of the Owner.

Work which will interfere with the Owner's occupancy, including interruptions to the Owner's mechanical and electrical services, and essentially noisy operations (such as jackhammering) shall be scheduled in advance. The schedule of alterations shall be approved by the Architect/Engineer and the work shall be done in accordance with the approved schedule.

It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship and to meet the construction schedule.

The Contractor shall begin work under the Contract without delay upon receipt of the fully-executed contract and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the contract.

The Contractor shall, immediately upon award of contract, schedule his work and expedite deliveries of materials and performance of subcontractors to maintain the necessary pace to meet the construction schedule.

CONTRACTOR'S REPRESENTATION AND COORDINATION

A. **FIELD SUPERINTENDENT**

Contractor shall assign a full time project manager/superintendent for the duration of the project. This person shall be experienced and qualified in all phases of the work and shall be present at the site during Contractor’s working hours. The project manager shall have Contractor’s full authority to represent Contractor in all routine operations including payment, changes to the work, and scheduling. Contractor shall not re-assign this individual without prior written permission of the Owner.

B. **MEETINGS**

When directed by the Architect/Engineer, meetings shall be held for the purpose of coordinating and expediting the work. The invited contractors or subcontractors will be required to have qualified representatives at these meetings, empowered to act in their behalf.

C. **COORDINATION**

The Contractor shall also provide a staff adequate to coordinate and expedite the work properly and shall at all times maintain competent supervision of its own work and that of its subcontractors to insure compliance with contract requirements.

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contractor.

D. **CONSTRUCTION SCHEDULE**

The Construction Schedule shall be prepared after the award of contract. Soon after, a pre-construction meeting is held with the Owner and the Architect/Engineer to determine the areas to which the Contractor will be allowed access at any one time.

The Contractor is alerted to the fact that areas in which he will be working will be occupied by students and employees of the University as well as the general public. The Contractor's access, to and from the project site, will be confined to limited areas so as not to unduly disrupt the normal activities of the University.

TEMPORARY FACILITIES

A. **GENERAL**

The following temporary facilities descriptions represent standard conditions. Verify accuracy with Architect/Engineer at time of bids.

B. **CONTRACTOR'S OFFICE**

Provide field offices as required. Locate temporary field offices on site where directed by Architect/Engineer.

Appearance and location of field offices shall be approved by the Architect/Engineer.

Provide for all other administrative facilities and storage off the Owner's property.

C. **STORAGE OF MATERIALS**

All materials shall be stored in areas designated by the Architect/Engineer. All stored materials shall be arranged for the minimum disruption to occupants and to allow full access to and throughout the building. Materials stored outdoors shall be neat and orderly and covered to prevent damage or vandalism.

D. **PARKING**

1. **GENERAL**

University parking regulations will be strictly enforced.

Maintain Owner's parking areas free of dirt and debris resulting from operations under the contract.

2. **STANDING AND UNLOADING/LOADING VEHICLES**

All Contractors are to call Wayne State University Public Safety at 577-2222, and give at least 24 hours advance notice that they have vehicles that must be at the job site.

Vehicles will be permitted at the project site only as long as the vehicles are needed for loading/unloading, and must be immediately moved upon completion.

All unauthorized and/or unattended standing vehicles will be subject to ticketing and removal by University Police. Towed vehicles may be reclaimed by calling 577-2222, and paying any assessed charges.

3. COMPLIMENTARY PARKING

There is no complimentary parking for Contractor's employee vehicles.

4. **WAYNE STATE UNIVERSITY PUBLIC/STUDENT PARKING AREAS**

Public Parking, on a first-come first-served basis is available. Contact the office of the One Card System, at 313.577.9513 for information on availability of parking on a contractual basis.

E. **TOILET FACILITIES**

The Owner's designated existing toilet facilities may be used by workers on the project. Contractor shall maintain such facilities in a neat and sanitary condition.

F. **TELEPHONE USE**

If required, the Contractor shall provide and pay for a temporary telephone within the building for his use and that of his subcontractors.

No use of the Owner's telephone (except pay telephones) will be permitted.

G. **ACCESS DEVICES**

The Contractor shall furnish and maintain temporary hoists, ladders, railings, scaffolds, runways, and the like as required for safe, normal access to the permanent construction until the permanent facilities are complete. Each trade shall furnish such additional means of access as may be required for the progress and completion of the work. Such temporary access devices shall meet all applicable local, state, and federal codes and regulations.

H. **HEAT AND VENTILATION**

Provide cold weather protection and temporary heat and ventilation as required during construction to protect the work from freezing and frost damage.

Provide adequate ventilation as required to maintain reasonable interior building air conditions and temperatures, to prevent accumulation of excess moisture, and to remove construction fumes.

Tarpaulins and other materials used for temporary enclosures. Coverings and protection shall be flameproofed.

I. **WATER SERVICE**

Sources of water are available at the site. The Owner will pay for reasonable amounts of water used for construction purposes.

The Contractor shall provide, at the earliest possible date, temporary connections to the water supply sources and maintain adequate distribution for all construction requirements. The Contractor shall protect sources against damage.

Methods of conveying this water shall be approved by the Architect/Engineer and shall not interfere with the Owner's operations.

J. **ELECTRICAL SERVICES**

All charges for reasonable amounts of electrical power energy used for temporary lighting and power required for this work will be paid by the Owner.

The Contractor shall provide and maintain any temporary electrical lighting and power required for this work. At the completion of the work, all such temporary electrical facilities shall be removed and disposed of by the Contractor.

Temporary lighting and power shall comply with the regulations and requirements of the National Electrical Code

INSPECTIONS AND TESTS

The Architect/Engineer shall at all times have access to the work wherever it is in preparation or in progress and the Contractor shall provide proper facilities for such access and for observation.

No failure of the Architect/Engineer, during the progress of the work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof nor a waiver of defects therein. Likewise, no acceptance or waiver shall be inferred or implied due to payments made to contractor or by partial or entire occupancy of the work, or installation of materials that are not strictly in accordance with the Contract Specifications and Drawings.

Where tests are specifically called for in the Specifications, the Owner shall pay all costs of such tests and engineering services unless otherwise stated in the contract.

Where tests are not specifically called for in the Specifications, but are required by the Architect/Engineer or Consultant, the Owner shall pay all costs of such tests and engineering services unless the tests reveal that the workmanship or materials used by the Contractor are not in conformity with the Drawings, Specifications, and/or approved shop drawings. In such event, the Contractor shall pay for the tests, shall remove all work and materials so failing to conform and replace with work and materials that are in full conformity.

CLEAN-UP

The Contractor shall at all times keep the Owner's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the Architect/Engineer may cause such cleaning to be done by others and charge the cost of same to the Contractor.

The Contractor will be responsible for all damage from fire that originates in, or is propagated by, accumulations of rubbish or debris.

All rubbish and debris shall be disposed of off the Owner's property in an approved sanitary landfill site. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.

PROJECT CLOSE-OUT

A. RECORD DRAWINGS

At beginning of job, provide one copy of Working Drawings, and record changes, between Working Drawings and "As Builts", including changes made by Addenda, Change Orders, Shop Drawings, etc. These shall be kept up to date. Update to indicate make of all mechanical and electrical equipment and fixtures installed. Keep these Record Prints in good condition and available for inspection by the Architect/Engineer.

Upon completion of the job, turn over to the Architect/Engineer Record Prints of Working Drawings showing all job changes.

B. OPERATING AND MAINTENANCE DATA

Prepare and furnish to the Architect/Engineer three (3) bound copies of "Operating and Maintenance Manual" on all equipment installed under this Contract.

Manual shall include copies of all Manufacturers' "Operating and Service Instructions", including Parts List, Control Diagrams, Description of Control Systems, Operating, Electrical Wiring, and any other information needed to understand, operate and maintain the equipment. The names and addresses of all subcontractors shall be included. These instructions shall be custom-prepared for this job -- catalog cuts will **not** be accepted. Equipment shall be cross-referenced to Section of Specifications and to location shown and scheduled on drawings.

Include Test-Adjust-Balance Report in the Manual.

C. FINAL INSPECTION

Secure final inspections from the State of Michigan as soon as the work is completed and immediately submit such Certificates to the Architect/Engineer.

D. GUARANTEES (See Sections 00510 and 01781)

Guarantees on material and labor from the General Contractor and his subcontractors shall be as required in Sections 00510 and 01781.

E. SWORN STATEMENT AND WAIVER OF LIENS *(revised 4-11-2012)*

Prior to final payment, the General Contractor shall provide a Contractor's Sworn Statement and Full Unconditional Waivers of Liens from all subcontractors for material and labor and from all suppliers who provide materials exceeding $1,000. Sworn Statements and signed waivers from all Subcontractors must accompany Pay Applications or they will be returned for such documentation prior to approval.

ASBESTOS HAZARD

A. The contractor shall not start any work in any area that has not been inspected for asbestos by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner and approval is given for work to be done. If asbestos is found, safety measures as recommended by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner, shall be completed, or approval given for work to be done before work is started. The contractor shall not perform any asbestos removal or containment work under the contract.

KEYS

A. The Owner shall provide the contractor keys on loan to have access to the various spaces in order to complete the contract. Contractor will sign for and be responsible for each key on loan, returnable to Owner upon completion of the contract. In case of any lost keys, the Owner will backcharge the contract $250.00 for each core change. In the event that a Contractor wants access to a secured area, he shall give the Owner a minimum 48-hour notice.

SUMMARY OF WORK

SUMMARY OF WORK

PROJECT: Old Main: Graduate Studios Ventilation

WSU PROJECT NO.: 001-128738

PROJECT MANAGER: Robert Hoekstra

1. EXAMINATION

   The Contractor shall visit the site and become familiar with conditions under which he will be working. Also meet with the project manager and review site access, storage areas, etc.

2. Description of Work – Project includes **Project scope includes ventilation upgrades for all Graduate Art Studios and creation of a paint booth and dust collection room for use by department.**

3. The building is located at

   Wayne State University
   4841 Cass
   Detroit, Michigan 48202