

SPECIFICATIONS
FOR
CITY OF THREE RIVERS
WEATHERIZATION AND VENTILATION IMPROVEMENTS
EECBG FUNDED PROJECT
ST. JOSEPH COUNTY, MICHIGAN

CONTRACT # 2010-E4

OCTOBER 2010

ENERGYCHEK JOB NO. 20101204

ENERGYCHEK™

ENERGYCHEK International, INC
7280 Northwind Court
CLARKSTON, MI 48346

DIVISION 0 - ADMINISTRATION

00001	Title Page.....	1 only
00010	Table of Contents.....	1 only
00030	Invitation to Bid.....	1 only
00120	Instructions to Bidders.....	1 thru 3
00122	Submittal Requirements and Project Schedule.....	1 thru 3
00300	Proposal.....	1 thru 3
00310	Non-Collusion Affidavit.....	1 only
00500	Contract.....	1 thru 5
00510	Instructions For Executing Contract.....	1 only
00610	Performance Bond.....	1 and 2
00620	Labor and Material Payment Bond.....	1 and 2
00700	General Conditions.....	1 thru 8
00805	Special Project Requirements.....	1 and 2
00810	Federal Recovery Act Clauses.....	1 thru 5
00820	Buy American Provisions.....	1 thru 6
00830	Memorandum of Decision for EERE.....	1 and 2
00840	State of Michigan Clauses.....	1 and 2
00850	Davis-Bacon Act as Amended.....	1 thru 3
00855	Sample D.O.L. Payroll Form.....	1 and 2
00860	ARRA Special Provisions.....	1 and D-2
00880	Waste Management Plan.....	1 only
00900	Local Bid Preference Guidelines.....	1 thru 3

DIVISION 1 – GENERAL REQUIREMENTS

01400	Quality Control.....	1 thru 3
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DIVISION 7 - INSULATION

07600	Weatherization (Library and Commission on Aging).....	1 and 2
07700	Weatherization (City Hall and Fire Department).....	1 and 2

DIVISION 16 - MECHANICAL

16480	Facility Ventilation Specifications (Library and Commission on Aging).....	1 and 2
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**INVITATION TO BID
WEATHERIZATION AND VENTILATION IMPROVEMENTS
EECBG FUNDED PROJECT
CITY OF THREE RIVERS
THREE RIVERS, MI**

City of Three Rivers
333 West Michigan Avenue
Three Rivers, MI 49093

Issued: **Monday, October 4, 2010**
Bids Due: **Wednesday, October 20, 2010**
Prior to **4:00 p.m., Local Time**

City of Three Rivers, will receive sealed bids until **4:00 p.m.** (Local Time), **Wednesday, October 20, 2010**, for the subject project at the office of City of Three Rivers, 333 West Michigan Avenue, Three Rivers, MI, 49093 at which time and place bids will be publicly opened and read.

The project consists of the following:

- Various ventilation louvers and weatherization of various doors.

Specifications are available in electronic PDF format on the City of Three Rivers website at **12:00 pm** beginning **October 4, 2010** and can be downloaded at the following link: <http://www.threeriversmi.org>. A certified or cashier's check or bank draft payable to the City of Three Rivers or a satisfactory bid bond executed by the bidder and a surety company, in an amount equal to five (5%) percent of the bid, shall be submitted with each bid.

The successful bidder will be required to furnish satisfactory Performance, Labor and Material Payment Bonds, current insurance certificates and policies. **Bidders Pre-Bid Meeting scheduled for 10:00 a.m., Tuesday, October 12, 2010 at the City of Three Rivers offices.**

The Owner reserves the right to accept any bid, to reject any or all bids, to waive and all informalities not involving price, time or changes in the Work, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

No bid may be withdrawn after scheduled closing time for receiving bids for at least sixty (60) days. Also, no proposal will be received unless made on blanks furnished and delivered to City of Three Rivers on or before **4:00 p.m., Wednesday, October 20, 2010.**

City of Three Rivers

To be published in the *Three Rivers Commercial News* on October 1, 2010 and the *Kalamazoo Gazette* on October 1, 2010.

**SECTION 00120
INSTRUCTIONS TO BIDDERS**

Proposals: Each proposal shall be made on a form prepared and supplied by the City of Three Rivers, and shall be submitted in a sealed envelope bound together with other Contract Documents bearing the title of the Project and the name of the Bidder.

Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled time for opening of Proposals shall be returned to the Bidder unopened. No faxed or email bid shall be accepted.

Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Invitation.

Withdrawal before Proposal: Any Bidder may withdraw his Proposal either personally or by telegraphic or written request at any time prior to the scheduled time for opening of Proposals.

Discrepancies: In case of a difference between the stipulated amounts in words and the stipulated amount written in figures, the stipulated amounts in written words shall govern.

Modifications: Proposals shall not contain any recapitulations of the work to be done.

Examination of Documents and Visit to Site: Before submitting a Proposal, Bidders shall carefully examine the Plans, read the elements of the Contract Documents, shall visit the site of the work, and shall fully inform themselves as to all existing conditions to be encountered, the difficulties and limitations involved in completing the Project and all other factors affecting the work proposed on this Project.

Complete Work Required: It is the intent of the Contract Documents to provide that the Project to be constructed under this Proposal shall be complete and ready for use in every respect. Any minor items not specifically called for in the Plans or Specifications, but which are clearly necessary, are to be included, at no increase in the Contract Price.

The Proposal shall include a sum to cover the cost of all items of work to be performed such that the Project to be constructed under this Proposal shall be complete and ready for use in every respect.

The Bidder to whom this Project is awarded will not be entitled to any additional compensation or extension of time by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the Contract Documents.

Subcontractors, Material, and Equipment Quotations: The Bidder is responsible for all coordination between Subcontractors and suppliers during the bidding and construction so that a complete Project is furnished for the Contract Price and within the Contract time. The complete Project includes the furnishing of all equipment, accessories and appurtenances

necessary for the proper operation and maintenance of the Project.

Award or Rejection: The Contract will be awarded to the lowest and / or best qualified and responsible Bidder complying with these instructions and with the Advertisement. The Owner reserves the right to reject any or all Proposals or to waive any irregularities or technicality in any Proposal in the best interest of the Owner.

Interpretation of Documents: Interpretations of the meaning of Plans, Specifications, or other elements of the Contract Documents will not be valid if made orally to the Bidder. Oral interpretations, if given, shall be at the Bidder's risk and responsibility.

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from the Contract Documents, he shall request a written interpretation or corrections thereof.

Every request for such interpretation must be in writing, and to receive consideration must be delivered at least five (5) days prior to the date fixed for the opening of Proposals.

Any and all such interpretations and any other supplemental instructions will be in the form of written addenda to the Contract Documents which, if issued, will be mailed by United States mail to all prospective Bidders at the address furnished for such purpose, not later than three days prior to the date fixed for the opening of Proposals. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his Proposal as submitted.

The owner will not be responsible for any other explanations or interpretations of the Contract Documents.

Addenda: Any addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

Time: Time is of the essence in the performance of this Contract. The work to be done shall be started upon receipt of the Notice to Proceed and shall be prosecuted expeditiously for completion at the earliest possible date prior to the completion date specified.

Proposal Guaranty: Each Proposal shall be accompanied by a cashier's check, certified check, money order, or a bid bond by a recognized surety company in an amount of five percent (5%) of the total amount of the Proposal, payable to the Owner. The Proposal Guaranty may be forfeited to the Owner in case of failure on the part of the successful Bidder to enter into the attached Form of Agreement to do the work covered by the Proposal at the price and within the time stated therein.

Qualifications of Bidder: It is the intention of the Owner to award this Contract to the Bidder most fully capable, both financially and as regards to experience, to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, if desired, including a listing of similar projects which the Bidder has satisfactorily undertaken and completed.

The successful Bidder shall not be allowed to subcontract any portion of the work during the course of the contract, but rather shall make every effort to complete the entire contract in the time allotted. All subcontractors shall be declared at the time of the pre-construction meeting which will be held prior to the contractor receiving the Notice to Proceed.

Requirement for Signing Proposals: Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a co-partnership should be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

Bids which are signed for a corporation should have the correct corporate name thereof signed in handwriting or in typewriting and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten name following the word "By_____".

All bidders shall complete the enclosed form entitled "Legal Status of Bidder."

Execution of Agreement: The Bidder to whom an award is made will be required to enter into a written Agreement in the form hereto annexed, within ten (10) days, Sundays, and legal holidays excepted, after being notified of the acceptance of his Proposal and receipt by him of copies of the Contract Documents to be executed.

In case of failure to comply with this requirement, he shall be considered to have abandoned all rights and interest in the award, his Proposal Guaranty may be declared forfeited to the Owner, and the Contract may be awarded to another.

Insurance: The successful Bidder will be required to furnish for each set of the executed Contract Documents and conformed copies thereof, an original conformed Performance Bond and Labor and Materials Bond on the forms attached hereto with a surety acceptable to the Owner as follows:

1. Performance Bond in the amount of One Hundred percent (100%) of the Contract Price to insure the completion of the entire Project according to the Contract Documents.
2. Labor and Materials Bond in the amount of One Hundred percent (100%) of the Contract Price for the protection of the Owner and to secure payments of all labor and materials and subcontractors according to the statutes of the State at that time in effect.

Permits and Local Codes: The successful Bidder shall obtain at his expense all required local construction permits and shall comply with all local building codes and inspection requirements.

Nondiscrimination Employment: Contracts for this Project shall obligate the successful Bidder and his Subcontractors to nondiscrimination in employment practices.

Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain eligibility to receive the award of the Contract.

Health and Safety: The successful Bidder shall comply with the Health and Safety Regulations XVII of Title 29 CFR, Part 1926 as promulgated by the Department of Labor, and / or applicable State and Local Safety and Health Regulations. All questions regarding compliance and enforcement as well as requests for the regulations, should be directed to the Department of Labor and / or State agencies.

General Description of Conditions & Requirements: The contractor shall be responsible for all necessary barricades. He shall have a sufficient number of barricades on the job to direct pedestrian traffic around work areas.

Interim payments may be requested by invoice 10 working days before the 1st and / or 3rd Tuesday of the month and shall be paid the Friday following the 1st or 3rd Tuesday.

The Contractor shall begin contractual work only after receiving the City's Purchase Order and Notice of Commencement.

END OF SECTION

**SECTION 00122
SUBMITTAL REQUIREMENTS AND PROJECT SCHEDULE**

FORMAT OF PROPOSAL

The Submittal package shall be organized as follows:

1. Cover letter
 2. Firm experience
 3. List of references
 4. Section 00310, Non-collusion Affidavit
 5. Section 00300, Proposal from RFP package
 6. Acknowledgement of any Addendums
 7. Section 00850, ARRA Special Provisions
1. Cover Letter
The cover letter must be signed by a person having authority to commit the bidder to a contract and include:
 2. A summary of the Bidder's ability to perform the services described in "Scope of Work".
Provide a statement that the bidder is willing to perform those services and enter into a contract with the City of Three Rivers.
 3. References
Provide a minimum of three references for which you have provided services similar to that requested in this RFP within the last three years. For each reference, indicate the company, contact person, telephone, nature of the service provided, and the date of service.
 4. Section 00310, Non-collusion Affidavit
Provide all Section 00310 Non-collusion Affidavit page, from RFP package, fully executed.
 5. Section 00300, Proposal from RFP package
Provide all Section 00300 Proposal pages, from RFP package, fully executed. Note that all unit prices bid are to include all associated costs and taxes to perform work outlined in the RFP package in the specified time as outlined
 6. Acknowledgement of any Addendums
Provide cover of any addendums issued and acknowledge Addendums on 00300 Proposal pages.
 7. Section 00850, ARRA Special Provisions
Provide all Section 00850, ARRA Special Provisions page, from RFP package, fully executed.

BLOCK OUT DATES AND WORK RESTRICTIONS

- No work will be allowed on Saturday or Sunday without prior written authorization.
- No work will be allowed on Holidays.
- Work will be limited to working hours from 8 am to 4:30 pm. on Monday through Friday.

ANTICIPATED PROJECT SCHEDULE

<u>Date</u>	<u>Description</u>
10/4/2010	RFP Released
10/12/2010	Pre-bid meeting at 10 a.m. at 333 West Michigan Avenue. Site Visits, by appointment only, scheduled through Fire Chief Tomlinson.
10/20/2010	Submission of Proposals to City of Three Rivers offices at 333 West Michigan Avenue may be mailed or delivered to the address listed on the proposal sheet no later than 9:00 a.m. local time.
10/21/2010	Cost Proposals Evaluated.
11/1/2010	City Council awards contract.
11/2/2010	Apparent Firm will be notified.
11/4/2010	Pre-Construction Meeting, Location will be at 333 West Michigan Avenue, Three Rivers, MI 49093 at 10 a.m.
11/10/2010	Anticipated equipment delivery and work preparation commences.
12/3/2010	Anticipated project completion and final PM&V.

PRE-CONSTRUCTION MEETING ITEMS:

Contractor to provide the following documents at the meeting and any other items necessary to have a successful project:

1. Specs for all proposed bid items
 2. Insurance Certificates
 3. Waste Management Plan
 4. Sample Davis-Bacon Package to be posted at work place.
 5. Pre-Construction Video of Construction Area.
1. Specs for all proposed bid items
Provide a check list of specifications (cut sheets) for all appurtenances required to satisfy the items listed in the Proposal or outlined in Section 00805 Supplemental Project Notes.
 2. Insurance Certificates
Provide a Copy of Commercial General Liability Insurance Certificate, Workman's Comp. and Proof of Automobile Insurance.
 3. Waste Management Plan
Provide a completed Waste Management Plan including a list of all anticipated waste to be generated, recyclable materials and hazardous waste materials. Include the proposed procedures for how the waste will be handled, stored and properly disposed/recycled. The procedures will be reviewed and for acceptance. If any discrepancies are identified, the City may forward them to EDLEG for review and approval.

4. Sample Davis-Bacon Package to be posted at work place
Provide a sample copy of what is proposed to be posted to be compliant with the Davis-Bacon Act. Provide a cover sheet listing the EECBG project name, community name holding contract, and Contractor contact information along with the current wage rates. This package shall be posted on site in a commons area visible to the public and Contractor's employees will have access.
5. Pre Construction Video of Construction Area.
Provide pre-construction images to ENERGYCHEK.

END OF SECTION

**PROPOSAL FOR
 WEATHERIZATION AND VENTILATION IMPROVEMENTS
 CITY OF THREE RIVERS**

Three Rivers Municipal Bldg.
 333 W. Michigan Ave.
 Three Rivers, MI 49053

Issued: Monday, October 4, 2010
 Bids Due: Wednesday, October 20, 2010
 Prior to 4:00 p.m., Local Time

Gentlemen:

The undersigned, as Bidder, declares that he has familiarized himself with the City of Three Rivers Municipal Building and the Library & Commission on Aging Building, facility locations of the proposed Weatherization Improvements in City of Three Rivers, Michigan and the conditions under which the work must be performed; also that he has carefully examined the, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of completing said Weatherization and Ventilation Improvements and appurtenant work, and agrees that he will contract with the Owner to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

Division A - Weather Stripping: Line item project, acceptance is optional by owner.

No.	Item	Qty			Unit Price		Total Cost
1	Replace all weather stripping for all exterior doors with a high grade, fastener attached weather stripping at the Library.			@	Lump Sum	=	\$
2	Replace all weather stripping for all exterior doors with a high grade, fastener attached weather stripping at the C.O.A.			@	Lump Sum	=	\$
3	Replace all weather stripping for all exterior doors with a high grade, fastener attached weather stripping at the City Hall.			@	Lump Sum	=	\$
4	Replace all weather stripping for all exterior doors with a high grade, fastener attached weather stripping at the Fire Department.			@	Lump Sum	=	\$
	Sub Total – Division A					=	\$

Division B: Library & Commission On Aging (C.O.A.): Line item project, Owner acceptance is optional.

No.	Item	Qty			Unit Price		Total Cost
1	Install insulated metal dampers 24" by 16".	10	ea	@	\$	=	\$
2	Install insulated metal dampers 16" by 12"	6	ea	@	\$	=	\$
3	Install insulated round dampers inside cylindrical turbine vents.	24	ea	@	\$	=	\$
	Sub Total – Division B					=	\$

Grand Total Amount of Bid – Divisions A and B

\$ _____

The Owner reserves the right to reject any or all bids and to waive any irregularities in bidding. The Owner, at his sole discretion, reserves the right to award Division A and B alone or together to the Bidder(s) who, in the sole determination of the Owner, will best serve the interests of the Owner. Deletion by the Owner of any Division from a combined bid shall not be grounds for the low bidder to adjust unit prices for the Part in which the remaining Owner intends to execute a contract, nor shall the Contractor be entitled to compensation for unrealized profits resulting from the deletion of any Part(s) of the contract.

In the interest of expediting the award of this Contract, the undersigned may be required to show that he has performed work similar to that for which this Proposal is offered. Improperly signed bids or failure to complete all sections of the Proposal Form will result in rejections of the bid.

I hereby agree that no bid may be withdrawn after the scheduled closing time for receiving bids for at least sixty (60) days. I hereby agree to furnish the required bonds, insurance certificates, and policies within ten (10) days after acceptance of this Proposal, and to have the project completed, including all cleanup and restoration by **December 3, 2010**.

Company: _____

Signature: _____

Printed Name: _____

Address: _____

Office Phone: _____

Cell: _____

Email: _____

LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other two.)

A Corporation duly organized and doing business under the laws of the

State of _____ for whom _____

Whose signature is affixed to this Proposal, is duly authorized to execute contracts.

A Partnership, all members of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

An Individual, whose signature is affixed to this Proposal.

_____	_____
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Non-collusion Affidavit

State of Michigan }
St. Joseph County }

_____ being duly sworn upon oath, disposes and says that he has filed a bid with the Clerk of the City of Three Rivers, Michigan this ____ day of, _____ 20 ____ for the building envelope project.

Affidavit further says that in making such bid that neither he nor any Company he may represent, nor anyone on behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders from bidding on said contract or work, and further says that such bids are made without regards to references to any other bidder or bids without any agreement, understanding, or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

Signed _____

Subscribed and sworn to before me, a notary public, this _____ day of _____, 20__.

Notary Public: _____

For St. Joseph County, acting in St. Joseph County

My Commission expires: _____

CONTRACT

THIS CONTRACT, made the _____ day of _____, 2010 by and between _____ hereinafter called "Contractor" and the City of Three Rivers, Michigan, hereinafter called the "Owner." WITNESSETH: Whereas, the Owner is desirous of having _____ and the Contractor has agreed to the same for consideration herein names; the Contractor and the Owner agree as follows:

Article 1. The Work

It is agreed that the Contractor shall furnish all the material and equipment and perform all of the work described in the Specifications and shall do everything required by the Contract Documents; the Contract Documents being hereby defined to include the Contract, Bonds, Drawings, Specifications, detailed and general, Proposal, Instructions to Bidders, Invitation to Bid, and any supplements thereto agreed to by both parties.

Article 2. Alterations

It is agreed that the Contractor shall make alterations to the work under this Contract, as the Owner may especially order in writing. Compensation for such alterations shall be determined by the unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the Owner and the Contractor.

The Owner at his discretion may furnish to the Contractor any materials or supplies or transportation required for extra work. The Contractor shall not be entitled to any allowance for percentage on account of material or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the Owner and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor shall be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the owner.

It is further agreed that no claim against the Owner on account of alterations shall be valid unless such work had been previously ordered in writing and unless such claim has been present for payment as soon as practicable after the completion are considered essential elements of the Contract.

Article 3. Time

It is agreed that the Contractor shall begin work under this Contract within 15 days after the delivery of the signed Contract to the Contractor and that he shall execute it in such manner as will bring the entire work to completion prior to **October 29, 2010**. The time of the beginning, rate of progress, and date of completion are considered essential elements of the Contract.

Article 4. Extension of Time

It is agreed that if the Contractor shall unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the time limits specified in Article 3 herein, as the Project Manager shall adjudge to be just and reasonable;

provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred.

Article 5. Liquidated Damages

It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail to perform the entire work agreed to be performed under this Contract or to perform any certain portions thereof for which definite stipulations have been agreed to by or at times herein mentioned or referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have advanced under the provisions of Article 4, the Contractor shall pay unto the Owner as and for liquidated damages and not as a penalty, the sum of one hundred dollars (\$100.00) for each and every calendar day that the Contractor shall be in default. Said sum of one hundred dollars (\$100.00) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults.

It is also understood and agreed that the liquidation damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this Contract, which said sums the Owner shall have the right to deduct from any moneys in his hands otherwise due, or to become due the Contractor, or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract

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

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

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this Contract, or his claim thereto, except with the written consent of the Owner to do so.

Article 7. Owner's Right To Complete

It is agreed that; if at any time the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of this insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the Engineer; or if he should willfully and repeatedly violate any of the substantial provisions of the Contract; then in such case the Owner, upon receipt of a certificate from the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract, or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect, and for that purpose, to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the Owner the amount of such excess.

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

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

Article 8. General Stipulations

It is agreed that the Contractor shall comply with the following general stipulations:

Permits and Regulations – The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

Compensation Insurance – The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all of his employees employed at or in the vicinity of the Owner's property, and in case any work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all of the latter's employees unless such employees are covered by the protection offered by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of his employees not so protected. All necessary bonds and certificates of insurance shall be filed with the City Clerk before the work is begun.

Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury including accidental death, as well as from claims for property damages which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on an account of an accident; and Property Damage Insurance in an amount of not less than \$1,000,000.

The Contractor shall furnish the Owner with a bond in the amount of one hundred percent (100%) of this contract, conditioned to secure the Owner for the payment of all labor performed and materials and supplies furnished and used in connection with the performance of this Contract, as provided in Act 187 of Public Acts of Michigan, 1905.

The Contractor shall further furnish the Owner with a bond in the amount of one hundred percent (100%) of the Contract price conditioned to secure the performance of this Contract by the Contractor.

The Contractor shall require subcontractors, if any, not protected under the Contractor's Insurance policies, to take out and maintain Public Liability Insurance and Property Damage Insurance in the amounts set forth above. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

Labor Laws and Ordinances - The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work, and all the laws and requirements of the Owner regulating or applying to public improvements.

Local Sources for Labor and Materials – It is understood and agreed by and between the parties of this Contract that all labor employed on this work shall be obtained from residents of the City insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the City insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the City insofar as practicable.

Patents and Patent Rights – The Contractor shall protect and save the Owner harmless against all claims or actions brought against the Owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine, or appliance used by him in this work.

Article 9. Payment

And it is hereby agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay him, at the time and in manner hereinafter stipulated, an amount as determined by the measured quantities and the respective lump sum prices herein named.

Such an amount shall be modified by such sums for alterations as may have been determined under the provisions of Article 2 herein and diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provisions of Article 5.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Project Manager will make an estimate of the amount and value of the work which has been done under this contract during the month, or since the date of the last preceding estimate.

It is agreed that before the Contractor shall demand partial or final estimates or payments he shall furnish to the Owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons, who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the owner shall deem necessary to meet the lawful claims of such persons may be retained by the Owner from any moneys that may be due or become due to the Contractor under this Contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of the final estimate, less the sums previously paid, and less such sums as the Owner may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials, or equipment furnished for the work. The Contractor shall file with the Owner a sworn statement that claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file the lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals; in quadruplicate, the date and year first above written.

WITNESSES

CITY OF THREE RIVERS, MICHIGAN

By _____
Mayor

Attest _____
City Clerk

WITNESSES

NAME OF CONTRACTOR

By _____

Approved as to Form and Content

An appointment has been made and
Funds are available

City Attorney

Accounting Officer

Instructions For Executing Contract

If the Contractor is a corporation the following certificate should be executed:

I, _____ certify that I am the _____
secretary of the corporation named as Contractor hereinabove; that _____
_____ who signed the foregoing agreement on behalf of the
Contractor was then _____ of said Corporation; that said Contract was
duly signed for an in behalf of said Corporation by authority of its governing body, and is
within the scope of its corporate powers.

_____ (Corporate Seal)

If the Contractor is signed by the secretary of the corporation the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

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

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Principal, hereinafter called the CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto the **“Owner”** _____

THE CITY OF THREE RIVERS, MICHIGAN

As Oblige, hereinafter called the OWNER. In the amount of _____
_____ Dollars (\$ _____) for the payment whereof the
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written Agreement dated _____ entered into a Contract
with the Owner for Contract # _____ in accordance with Plans and Specifications prepared by
ENERGYCHEK, which Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect, subject to, however, to the following conditions.

- A. The Surety hereby waives notice of any alteration or extension of time made by the OWNER.
- B. Whenever the CONTRACTOR shall be, and declared by the OWNER to be in default under
the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety
may promptly remedy the default, or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions, or
 - 2. Obtain a bid or bids for submission to the OWNER for completing the Contract in
accordance with its terms and conditions, and upon determination by the OWNER
and Surety of the lowest responsible Bidder, arrange for a Contract between such
Bidder and the OWNER, and make available as work progresses (even though there
should be a default or a succession of defaults under the Contract or Contracts of
completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the Contract price; but not exceeding, including other
costs and damages for which the Surety may be liable hereunder, the amount set
forth in the first paragraph hereof. The term “balance of the Contract Price”, as used
in this paragraph, shall mean the total amount payable by the OWNER to the

CONTRACTOR under the Contract and any amendments thereto, less the amount properly said by the OWNER to the CONTRACTOR.

- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date of which final payment under the Contract falls due.
- D. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 10.

WITNESSES

Principal

Title

WITNESSES

Principal

Title

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Principal, hereinafter called the CONTRACTOR, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto the "Owner"

THE CITY OF THREE RIVERS, MICHIGAN

As Oblige, hereinafter called the OWNER. In the amount of _____ Dollars (\$ _____) for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written Agreement dated _____ entered into a Contract with the Owner for Contract # _____ in accordance with Plans and Specifications prepared by ENERGYCHEK, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct Contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by a claimant;

1. Unless claimant, other than one having direct Contract with the CONTRACTOR, shall have given written notice of any two of the following: The Principal, the OWNER, or the Surety above names, within ninety (90) days after such claimant did or performed the last of the work or labor, or finished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an

envelope addressed to the CONTRACTOR, OWNER or Surety, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law for the district in which the project, or any part thereof, is situated, the county or other subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The mount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 ____.

WITNESSES

Principal

Title

WITNESSES

Principal

Title

**SECTION 00700
GENERAL CONDITIONS**

Article 1. Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Agreement. The written Contract between the OWNER and the CONTRACTOR setting forth the obligations of the parties hereunder.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder. Any person, firm, or corporation submitting a bid for the work to the Owner.

Bonds. Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Orders. A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision of the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents. The complete packet of information describing the work to be done by the Contractor, including invitation for bids, Bidder's proposal, agreement form and contract bond, progress schedule, certificates of insurance, specifications, supplemental specifications, special provisions, general and detailed plans, details and notice to proceed, also any change orders and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Price. The total moneys payable to the Contractor under the Contract Documents.

Contract Time. The number of calendar days stated in the Agreement for the completion of the work. Contract Time commences with the date the Agreement was signed by the Contractor and issuance of the Notice to Proceed.

Contractor. The person, firm, or corporation with whom the owner has executed the Agreement.

Project Manager. The person holding the position or acting in the capacity or his duly authorized representative.

Extra Work. Any work which is determined to be essential to the satisfactory completion of the Agreement and which does not appear in the Proposal as a specific item of work and which is not included in the price bid for other items in the Agreement.

Notice to Proceed. Written notice to the Contractor to proceed with the work.

Owner. The City of Three Rivers, a Michigan municipality, represented by the duly elected Commissioners of the City acting as a corporate body, or any officer duly authorized to act for the Commission in any manner pertaining to this Contract.

Plans. The drawings and plans which show the character and scope of the work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

Progress Schedule. A required part of the Agreement pertaining to the order of proceeding with the various items of work to be done and the time schedule for completing said items of work.

Project. The entire construction to be performed as provided in the Contract Documents.

Specifications. The information for bidders, these General Conditions, Detailed Specifications, Special Conditions, and Technical Provisions.

Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion. The date, as certified by the Project Manager, when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it was intended, or if there be no such certification, the date when final payment is due in accordance with paragraph 30.3.

Work. Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, tools, equipment, and other incidentals.

Article 2. Designs, Drawings, Instructions.

The Contractor shall maintain at the site one copy of all drawings, specifications, addenda, shop drawings, change orders, or other modifications during construction.

Article 3. Ownership of Drawings.

All drawings, specifications, and copies thereof furnished by the Owner shall remain the property of the Owner. They are not to be used on any other project and are to be returned to the Owner at the completion of the work.

Article 4. Contract Price Schedule.

The Contractor shall submit to the Project Manager a cost breakdown for the various items of the work. The schedule shall be prepared in a manner acceptable to the Project Manager as to both form and completeness and supported by data as necessary to substantiate its correctness.

Article 5. Sequence of Work.

The Contractor shall, before commencing work, submit to the Project Manager a complete schedule of all work to be conducted. All work shall be conducted in accordance with such schedule as is approved by the Project Manager.

Article 6. Working Area and Storing of Materials at Site.

Materials, supplies, and equipment, whether furnished by the Contractor or the Owner, shall be stored at the site of the work in such manner as not to interfere with traffic, convenience to the public or other contractors on the site or in the vicinity. The Contractor shall be responsible for any damage caused to new or existing structures by reason of such storage or handling of materials, supplies, or equipment. The Owner assumes no responsibility for stored materials.

Article 7. Care of Structures.

The Contractor shall be solely responsible for any damage to any existing underground service or structures, or to structures and roadway above ground caused by his operations or those of his subcontractors and suppliers and shall use every reasonable precaution to prevent injury to the new structures being constructed hereunder. He shall be responsible to correct all injury or damage resulting from his operations and / or occurring while the work is under his supervisory control. He shall furnish and install such guards, coverings, and other protection as may be needed to insure that the structures remain undamaged prior to the completion and final acceptance of the entire work.

In the event damage does occur to the finished portions of work, or to the work in progress, the Contractor shall take such corrective action and measures as may be necessary to repair the damage to the satisfaction of the Project Manager.

Article 8. Existing Public Utilities.

Existing public utilities and underground structures such as pipe lines, electric conduits and sewers are shown on the drawings from available information.

The Contractor shall conduct his operations so as not to damage any existing utility whether or not shown on the plans. The Contractor shall correct, at his own expense, any injury that may be caused by him during his operations or injury caused during the operations of his subcontractors or suppliers. If the Contractor desires, or is required by the utility companies, to relocate any tower or telephone poles to facilitate his work, any expense encountered from such relocation shall be borne by the Contractor.

Article 9. Protection of Trees.

All trees that are not to be removed shall be protected by the Contractor and saved from harm resulting from any of his operations or any operations of his subcontractors and suppliers.

Article 10. Safety Precautions.

During the progress of the work, the Contractor shall maintain adequate facilities for the protection and safety of all persons and property. The Contractor and all his subcontractors and suppliers shall comply with the *General Rules and Regulations for the Construction Industry* as published by the Construction Safety Commission of the State of Michigan and to all other local, state, and national laws, ordinances, rules and regulations pertaining to safety of persons and property. The Project Manager may not shut down the job when safety rules and orders are not complied with without adjustment being made to completion time or extra compensation being paid to the Contractor due to this act.

Article 11. Utilities.

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

Article 12. Complete Work Required.

It is the intent of the Contract Documents to provide that the Project to be constructed under this Contract will be complete and ready for use. Any minor items not specifically called for on the plans or specifications, but which are clearly necessary, are to be included.

Article 13. Materials, Appliances, Employees.

Unless otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. All materials shall be new and materials and workmanship shall be of good quality.

The Contractor shall at all times enforce strict discipline and good order among his employees.

Article 14. Guarantee.

The Contractor shall guarantee against imperfections all material and workmanship for a period of one year after final acceptance of the work.

Article 15. Royalties and Patents.

The Contractor shall pay for all royalties and patents, and shall defend all suits for infringement on any patent right, and shall save the Owner harmless from loss on account thereof.

Article 16. Conflicts and Omissions.

The intent of the Contract Documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon all parties concerned.

Article 17. Changes in Work.

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work and the Contract sum being adjusted accordingly as provided in "Changes in Work – Payment Adjustments."

The Project Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the project. No extra work or changes shall be made unless in pursuance of a written order signed by the Project Manager and approved by the Owner.

Article 18. Claims for Extra Work.

If the Contractor claims that any instructions, by drawings or otherwise, involve extra work beyond the scope of and not contemplated and set forth in the Contract, and for which no bid price is given, he shall give the Project Manager written notice thereof within a reasonable time after the receipt of such instructions. The procedure shall then be as provided for "Changes in Work – Payment Adjustments."

Article 19. Changes in Work – Payment Adjustments.

If any, in the amounts to be paid the Contractor by reason of changes in, additions to, or deductions from the work to be performed or the materials to be furnished under this Contract, shall be made on the basis of the acceptable unit prices or lump sums submitted by the Contractor covering such changes, additions, or deductions. Failing an acceptable lump sum or unit price basis for extra work caused by changes or additions, the Contractor may be directed to proceed with extra work on the basis of actual total cost of:

1. Labor, including foremen (includes fringe benefits);
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work at not to exceed AGC rates;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and unemployment contributions.

To the cost of the six items listed above, there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The single fee shall be compensation to both the Contractor and / or subcontractor to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

Failing an acceptable lump sum or unit price basis for adjustment for any decrease in work caused by changes or deductions, the amount of such adjustment may be determined on a similar basis to that described for extra work, with the Contractor furnishing all pertinent cost data from his books and records that may be available and necessary for determination of the amount of adjustment.

All changes in, additions to, or deductions from the work specified shall be made only by written order by the Owner or by an authorized representative of the Owner. No claim for extra work will be allowed, unless ordered in writing as above stated, and the claim therefore presented in writing by the Contractor on or before the fifth (5th) day of the month following that in which the work was done.

Article 20. Inspection.

The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Owner and / or its representative shall have the right to reject materials and workmanship that are defective, or require their correction. Work on the project may be ordered terminated until correction is made. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

Article 21. Removal of Defective Work Materials.

The Contractor will remove from the site promptly and permanently all material condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not and will remove and re-execute promptly at his own expense all condemned work.

Article 22. Deductions for Uncorrected Work.

If the Project Manager and the Owner deem it not inexpedient to correct work injured or done not in accordance with the Contract, and equitable deduction from the Contract price shall be made.

Article 23. Correction of Work after Final Payment.

Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship and he shall remedy all defects and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance.

Article 24. Payments to Contractor.

Payment to the Contractor shall be made in either one lump sum at the substantial completion of the Contract less 10% that will be held subject to final inspection and issuance of the Engineer's Certificate, or once monthly progress payments with 10% that will be held subject to final inspection. Upon completion, the remaining 10% of the Contract price shall be paid.

Before the final payment, the Contractor shall submit to the Project Manager the following:

1. A final invoice on a form satisfactory to the Project Manager and the Owner.
2. A sworn statement from Subcontractors certifying all bills for labor and materials have been paid.
3. A sworn statement certifying all bills for labor and materials have been paid.
4. A sworn statement waiving any further claim (other than final payment) by the Contractor against the Owner.
5. A sworn statement waiving any further claim including final payment by the Subcontractor against the Contractor and the Owner.
6. A letter from the Contractor's bonding company approving issuance of final payment.

The Contractor shall, before any periodic payments are made to him, sign and deliver to the Project Manager the following Notarized Declaration.

Contractor's Declaration

I hereby declare that I have not during the period of _____ performed any work, furnished any materials, sustained any loss, damage, or delay, or otherwise done anything for which I ask, demand, sue for, or claim compensation from the City of Three Rivers (Owner) in addition to the regular items set forth in Contract dated _____, 2009, and executed between myself and the City of Three Rivers (Owner) and the extra work ordered in writing as provided there under (except as I hereby claim additional compensation and extension of time, as set forth on the itemized statement below).*

I further declare that I have paid all payroll obligations that have become due during the aforesaid period; and further, that all invoices received more than thirty days prior to this request for payment have been paid in full (except as listed below): **

Date: _____

Contractor: _____

By: _____

Title: _____

* Above statement in parentheses to be added only if Contractor wishes to make a claim for additional compensation or extension of time.

** Above statement in parentheses to be added only if Contractor has unpaid bills to list.

Before final payment is made, the Owner may release up to 50% of the 10% retainer withheld during construction provided that the time delay before final payment is not the fault of the Contractor and all items of work appear to be completed satisfactorily.

Article 25. Subcontracting.

The Contractor shall not award any work to any subcontractor, supplier, manufacturer or fabricator without prior written approval of the Owner. The Contractor shall prepare a statement and submit it to the Owner, concerning the proposed award.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors and all persons employed by them either directly or indirectly.

Article 26. Contract Security.

The Contractor shall furnish a surety bond in an amount equal to 100% of the Contract to guarantee performance to the Contract. The Contractor shall also furnish a surety bond in an amount equal to connection with the project. Such bonds shall be provided by a recognized surety company on form as attached herein.

Article 27. Contractor and Subcontractor Insurance.

The Contractor shall not begin work until he has obtained all insurance required under this paragraph from insurance carriers satisfactory to the Owner. The Contractor shall not allow any subcontractor to begin work until the required insurance for subcontractors as set forth under this paragraph has been obtained and approved.

- A. The Contractor shall secure and maintain for the life of the Contract the following:
 - a. Workmen's Compensation, as required by the State of Michigan, and Employer's Liability Insurance.
 - b. Public Liability in limits of not less than \$500,000/\$500,000.
 - c. Property Damage Liability in limits of not less than \$250,000/\$500,000.
 - d. Comprehensive Vehicle Liability Insurance in limits of not less than \$250,000/\$500,000.
- B. Each Contractor shall require subcontractors, if any are not covered under his insurance, to secure and maintain insurance as listed above in the same amounts.
- C. Builders Risk Insurance. The Contractor shall furnish Builders risk Insurance for fire and extended coverage, vandalism and malicious mischief for the insurable value of the entire project.
- D. Proof of Carriage of Insurance. The Contractor shall furnish certificates of Insurance coverage as specified under Instructions to Bidders.

In addition to the above required Insurance, the Contractor and his Surety shall protect against and be solely responsible for any damage to work not otherwise protected by insurance whether such damage is a result of an act of God, Fire, Accidental or Malicious acts by any person or any unexplained event. It is the intent that this requirement can be either insured if desired by the Contractor or his Surety, or can be assumed under obligations of the Contract and Performance Bond.

As between the Contractor and the Owner and/or Project Manager, the Contractor shall be solely responsible for any and all claims, damages, losses and expenses including attorney's fees arising out of the operation of the Contractor of any insurance required, or the acceptance or approval thereof by the Owner as provided above, or otherwise, should not diminish the Contractor's obligation to fully indemnify, as set forth in this paragraph.

Article 28. "OR EQUAL" Clause.

Whenever in the Contract documents a particular material, article or equipment is named and the word "or equal" is not added, it is the intent that the "or equal" clause be applied. The intent is to specify a design or quality and not rule out other products of equal characteristics.

Article 29. Project Manager's Authority.

The Project Manager shall decide all questions that may arise as to the quality and acceptability of materials furnished and work performed. The Project Manager may stop the work when necessary to prevent nonconformance with the plans and specifications and may reject all nonconforming work and materials.

Article 30. Cleaning Up.

The Contractor and Subcontractor shall keep the project site free from all debris and rubbish and maintain the site in an orderly and clear condition at all times. No burning or burying of debris or rubbish will be allowed. Upon completion of the project, the Contractor and Subcontractors shall remove from the site, at their own expenses, all equipment, temporary facilities and materials belonging to him.

Article 31. Nondiscrimination in Employment.

Contracts for work under this proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Article 32. Use of the Facilities Before Final Completion.

The owner shall have the right to make use of, during the construction period, such portions of completed and acceptably tested facilities as he may find practicable. Such use by the Owner shall not relieve the Contractor from responsibility for any defective work that may be subsequently discovered.

Article 33. Test of Materials.

All laboratory tests, except as otherwise noted, are to be made at the expense of the Contractor. The Contractor shall furnish satisfactory containers for taking and shipping samples. The name of the laboratory making the test must be submitted by the Contractor to the Engineer for approval. In all cases "laboratory" refers to an independent laboratory of recognized standing. Acceptance of materials tested shall be based upon compliance with the specifications hereinafter stated for the various items. Where no particular tests are specified, the tests shall be those normally made for determination of the fitness of the particular material. Certificates of tests shall be furnished by the testing laboratory or producer, in triplicate, to the Engineer.

All materials failing to meet the requirements of the specification, as determined by test or otherwise, shall be rejected and not used in the work. Materials, if rejected at the site, shall be immediately removed there from and shall not be used in the work.

Article 34. Convenience to Public.

During the progress of the work, the convenience of the public and of residents must be provided for as far as practicable.

Article 35. Contractor's Supervision and Superintendence.

The CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will be responsible to see that the finished Work complied accurately with the Contract Documents.

The CONTRACTOR will keep on the Project at all times during its progress a resident superintendent satisfactory to the Project Manager. The Superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

Article 36. Owner's/Engineer's Right to Stop or Suspend Work.

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen, or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to the Subcontractors or for labor, materials or equipment, the OWNER/ENERGYCHEK may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

Article 37. Salvageable Equipment and/or Material.

Any equipment and/or materials of salvageable value, as determined by the Owner, designated to be removed by the Contractor, shall remain the property of the Owner unless otherwise specified. The Contractor will be responsible for delivering and placing the salvageable equipment and/or materials to a location site within 5 miles of the work as designated by the Owner.

Article 38. Liquidated Damages.

A liquidation damage clause as given in the Agreement form provides that the Contractor shall pay the Owner as liquidation damages, and not as a penalty, the sum of \$100.00 per day for each and every calendar day that that he may be in default of completion of the work embraced in the Agreement.

END OF SECTION

**SECTION 00805
SPECIAL PROJECT REQUIREMENTS**

RELATED SECTIONS

- A. SECTION 00810**, Federal Recovery Act Clauses
- B. SECTION 00850**, Davis-Bacon Act as Amended.
- C. SECTION 00855**, Sample D.O.L. Payroll Form

NOTES:

1. Contractor Safety Requirements.

The Contractor shall be responsible for meeting and/or exceeding all applicable federal, state and local safety requirements for proper safety regardless of company size. This shall include all employees of the contractor, all subcontractors and their employees. The contractor shall be responsible for providing a monthly safety meeting with, at a minimum all employees involved in the construction of the project and the project inspector.

The contractor shall then submit two [2] copies of the minutes. One [1] shall be provided to the project inspector and one to the owner "Safety Coordinator. These meetings shall include issues or concerns related to this project or projects of similar type.

The contractor and its subcontractors shall have one [1] site representative as a safety contact for the duration of the project. This representative will be responsible for making sure that all safety precautions are taken and all safety issues met.

2. Utility Locations.

For protection of underground utilities, Contractor shall call the local Utility Location Service at a minimum of 3 working days prior to excavating in the vicinity of utility lines. [MISS DIG] All Utility Location Service participating members will thus be routinely notified. This does not relieve the contractor of notifying utility owners who may not be part of the Utility Location Service alert system.

3. Pre-construction Meeting.

One [1] week prior to the start of construction, a pre-construction meeting with the owner shall be arranged by the contractor to review project issues. The contractor shall present the traffic maintenance plan (if required) at this meeting for review and discussion.

4. Construction Video.

The contractor shall be responsible for providing pre and post-construction video taping of the construction area. The video shall provide good color frames and have sound capabilities used to point out existing conditions. A date and time stamp shall be visible during the extent of the production. Pre-construction videos shall be delivered to the owner prior to the start of construction [preferably at the pre-construction meeting]. Post-construction videos shall be delivered to the owner two [2] weeks prior to the request for release of retainage. All costs associated with this work shall be included in the unit bid prices for the work to be performed for the site. Photographs may be used as a supplement the video report for specific details. Videos and photographs are to be submitted on CD and clearly marked as to building and area.

5. Testing Requirements.

The contractor shall be responsible for testing of light fixtures for proper function. Before and after amp draws are required of each circuit of lights being converted. Report of amp draws and statement of operation of fixtures required.

6. Traffic Control and accessibility.

Traffic control for this project shall be held in accordance with the state manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project. The contractor shall be responsible for the maintenance of an orderly flow of traffic. The contractor shall provide suitable access as determined by the owner, to all homes for garbage pickup, police, fire truck, and ambulance access. Contractor shall have any detours or closures approved by the owner or authorized representative before they are implemented.

7. Existing Utility Appurtenances.

The contractor is responsible for protecting the existing utility appurtenances. Costs for their protection are to be incidental to the project.

8. Project Signs.

Contractor shall furnish, install and maintain two [2] project signs. All associated cost of the signs shall be included in the unit prices bid for the project.

9. Utility Conflicts.

Contractor shall initiate and coordinate the process required to relocate all utilities which conflict with the proposed improvements. The contractor shall also pay any fees required to facilitate relocations.

10. Permits.

All required permits are to be acquired by the contractor.

11. Matching old work.

Were new work is to be fitted to old work, the contractor shall check all leading dimension and conditions in the field and report any errors or discrepancies to the owner or assume responsibility for their correctness in the field and report any errors for discrepancies to the owner or assume responsibility for their correctness and fit of new parts to the old. If such parts do not fit properly the contractor shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of the owner.

12. Davis-Bacon Act.

Provide a sample copy of what is proposed to be posted to be compliant with the Davis-Bacon Act. Provide a cover sheet listing the EECBG project name, community name holding contract, and Contractor contact information along with the current wage rates. This package shall be posted on site in a commons area visible to the public and Contractor's employees will have access.

Certified Payrolls are required for all EECBG Funded projects. A sample Department of Labor form has been provided for the contractor's reference. Certified Payrolls are to be provided to the City Clerk by no later than **Wednesday at 4:00 pm of each week** for the previous weeks work.

All associated costs for compliance with the Davis Bacon Act requirements are to be included in the unit prices bid for the project.

**SECTION 00810
FEDERAL RECOVERY ACT CLAUSES
TERMS AND CONDITIONS FOR
AMERICAN RECOVERY AND REINVESTMENT (ARRA) OF 2009 FUNDED GRANTS**

Sub-Recipients Requirements

The Contractor shall include these terms, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

Buy American Requirement (Section 1605)

5.022 REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

- (a) **Definitions.** As used in this Section 5.020 — "Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

-
- (1) Processed into a specific form and shape; or
 - (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
- (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: none

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why

- the Grantee or could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee or does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non availability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers: FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[* Include all delivery costs to the construction site.]			

Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) **Definitions.** “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods”, “Federal Agency”, “Foreign iron, steel and/or manufactured good”, “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 5.022(a).
- (b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in

the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

- (c) **Evaluation of project proposals.** If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.
- (d) **Alternate project proposals.**
- (1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than designated country iron, steel and/or manufactured goods, not listed in paragraph (b) (3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.
 - (2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.
 - (3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

Wage Rate Requirements (Section 1606) (Contract Clauses at end of document)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

Inspection & Audit of Records

The County permits the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the County or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Whistle Blower Protection for Recipients of Funds

The Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g) (2) of Division A, Title XV of the ARRA.

(a) Contractor must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

Fixed Price- Competitively Bid

The Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

Segregation of Costs

The Contractor shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

Non- Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

It is noted that should any of these clauses contained herein this section be in conflict with any other listed in this specification book, the clauses contained shall prevail at all times.

END OF SECTION



Department of Energy
Washington, DC 20585

GUIDANCE ON DOCUMENTING COMPLIANCE WITH THE RECOVERY ACT BUY AMERICAN PROVISIONS

EFFECTIVE DATE: May 24, 2010

SUBJECT: GUIDANCE FOR RECIPIENTS OF RECOVERY ACT FINANCIAL ASSISTANCE FROM THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY ON DOCUMENTING COMPLIANCE WITH THE RECOVERY ACT BUY AMERICAN PROVISIONS.

PURPOSE: To provide information on the roles and responsibilities of different stakeholders in documenting compliance with section 1605 (the Buy American provisions) of the Recovery Act.

SCOPE: This guidance applies to State, Local and Tribal Government recipients and sub-recipients (grantees and subgrantees) of Recovery Act financial assistance from the Office of Energy Efficiency and Renewable Energy (EERE).

LEGAL AUTHORITY: Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5) sets forth the Buy American provisions for recipients of Recovery Act financial assistance.

DEFINITIONS: Public building or public work means a public building of, or a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; state and local governments; and multi-state, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Indian tribes are also considered governmental entities for the purpose of defining “public building or public work” and are therefore subject to the Buy American provisions of the Recovery Act.

A manufactured good is defined as a good brought to the construction site for incorporation into the public building or work that has been processed into a specific form and shape or combined with

other materials to create a material that has a different property than the individual raw materials.

There is no requirement with regard to the origin of components or subcomponents¹ in manufactured goods used in a project, as long as the manufacturing occurs in the United States.

GUIDANCE: Recipients of EERE financial assistance funded by the Recovery Act must comply with the requirement in section 1605 that all of the iron, steel, and manufactured goods used for a project for the construction, alteration, maintenance, or repair of a public building or public work be produced in the United States, unless one of the three listed exceptions applies and EERE issues a waiver, or a recipient can legally avail itself of the United States' obligations under international agreements.

Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Recovery Act Buy American provisions.

Such documentation could include: (1) language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

There are no specific requirements imposed by the Recovery Act or the Office of Management and Budget (OMB) guidance in 2 CFR 176 concerning the type of documentation necessary to prove compliance with the Recovery Act Buy American provisions. Therefore, grantees are encouraged to reference their obligations under the Department of Energy's Financial Assistance Rules, 10 CFR Part 600 and their individual financial assistance award provisions.

¹ See 2 CFR 176.70(a)(2)(ii).

Department of Energy Financial Assistance Rules

State Recipients

According to the Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, "Standards for financial management systems," Section (a) and sub-section (a)(2), "A State must

expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors must be sufficient to -- ...[p]ermit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.” Additionally, according to 10 C.F.R. § 600.237(a)(1), States shall ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations (including the Buy American provisions).

Local Government and Tribal Recipients

The Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, “Standards for financial management systems,” Section (b)(2) *Accounting records*, states that “[g]rantees [other than States] and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities...”

For purposes of Buy American documentation, the types of documentation identified in the list above (numbers 1-5) should be sufficient to satisfy the requirements set forth for State, local governments, and tribal recipients in the Financial Assistance Rules. However, States, local governments and tribes are encouraged to consult with their General Counsel's offices, to ensure compliance with the Buy American provisions and 10 CFR § 600.220(a) and (b) more broadly.

OMB Circular A-133

In addition to the procurement documentation guidance provided above, grantees should also be mindful of the standard Federal assistance audit guidance defined in OMB Circular A-133 for state and local governments.

The DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009 [p. 3-3, section 3.4(1)] states: “Non-Federal entities (States, local governments, tribes and non-profit organizations) are required by the Single Audit Act Amendments of 1996 (Single Audit) and OMB Circular A-133, to have an annual audit of the federal awards (e.g. grant programs).” This requirement generally applies to Non-Federal entities that expend \$500,000 or more in Federal awards in a fiscal year, and stipulates that they shall have a single or program-specific audit conducted for that year, in accordance with the provisions of OMB Circular A-133. Recipients are encouraged to review OMB Circular A-133, Subpart B, Sections 200 through 235 for the audit requirements for Non-Federal assistance recipients. Additionally, recipients should review the Federal Audit Clearinghouse website for instructions on how to appropriately submit Single Audits.

Single Audit Information for Recipients of American Recovery and Reinvestment Act Funds (2 CFR 176 Subpart D and OMB A-133 Compliance Supplement: Appendix VII)

Recovery Act financial assistance recipients subject to OMB Circular A-133 should also closely

follow 2 CFR 176.210 (Subpart D) and OMB A-133 Compliance Supplement: Appendix VII, general instructions regarding recipient responsibilities for tracking and documenting sub-recipient expenditures of Recovery Act funds on the Schedule of Expenditures of Federal Awards” (SEFA).

Sub-awards, Sub-recipients and Vendors

The Special Terms and Conditions applicable to Recovery Act funded projects require that the financial assistance recipient flow down the Recovery Act special terms and conditions in any subaward or subcontract.

In 2 C.F.R. § 176.30, the OMB defines the term "sub-award" to include a "legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible sub-recipient." A sub-recipient means a "non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency." (2 C.F.R. § 176.30)

Subcontract is defined as “a legal instrument used by a recipient for procurement of property and services needed to carry out the project or program.”

Note that the definition of a “sub-recipient” in 2 C.F.R. § 176.30 specifically excludes “the recipient’s procurement of property and services needed to carry out the project or program.” This section refers to OMB Circular A-133 to distinguish between a sub-recipient and a vendor. A vendor is defined in OMB Circular A-133 as "a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program."

Based on the fact that the Special Terms and Conditions flow down to all subawards and sub-contracts, and the fact that a vendor is not a subawardee, sub-recipient, or subcontractor, the Recovery Act financial assistance recipient and sub-recipients are not required to flow down the Recovery Act's Special Terms and Conditions to vendors. However, financial assistance recipients, sub-recipients and subawardees are ultimately responsible for complying with the Special Terms and Conditions, and should take whatever measures they deem necessary to ensure that the Buy American requirements of the Recovery Act are adhered to by their respective vendors.

CONCLUSION: Please be advised that the Department of Energy cannot answer all questions on a case-by-case basis concerning the appropriate levels of documentation needed to verify compliance with the Recovery Act Buy American provisions. Therefore, financial assistance recipients should consult with their legal counsel in order to ascertain whether they have secured adequate documentation in accordance with the Department of Energy's Financial Assistance Rules found at 10 C.F.R. § 600.220.

To summarize, recipients of EERE Recovery Act financial assistance should take the following steps toward demonstrating compliance with the Buy American provisions:

1 State and local governments and tribes must follow their own procurement policies and procedures, per 10 CFR 600.236, “Procurement”, and are expected to maintain maximum oversight over their project and procurement activities with regards to Buy American compliance.

2. Recipients should maintain documentation at a level they feel is appropriate to show compliance with the Recovery Act Buy American provisions.

a. A list of recommended documentation is outlined above.

2 In addition, in order to ensure broader compliance with any potential audit, grantees should (1) determine whether a single audit or program audit is applicable (see OMB Circular A-133), and should then initiate the appropriate audit review process.

3 Moreover, grantees subject to OMB Circular A-133 should also maintain ongoing compliance with SEFA requirements (2 CFR 176.210 and OMB A-133 Compliance Supplement).

Resources for further review:

Section 1605 (Buy American provisions) of the American Recovery and Reinvestment Act (Pub. L. 111-5)

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=63f99139a28cbcd199c115ec9d34faf0&rqn=div5&view=text&node=2:1.1.1.2.3&idno=2>

Full Text of the American Recovery and Reinvestment Act (Pub. L. 111-5)

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf

Department of Energy's Financial Assistance Rules [10 C.F.R. Part600]

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600_main_02.tpl

OMB Circular A-133: This document identifies Audit roles and responsibilities pertaining to the State and local governments, including tribal entities.

<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

OMB Circular A-133 Compliance Supplement – Appendix VII Other

OMB Circular A-133 Advisories:

http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf

2 CFR 176.210: This section of the Code of Federal Regulations provides the guidelines for the required Recovery Act expenditure documentation pertaining to “Recovery Act Transactions Listed in the Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.”

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f03ceaca224c1a658c2ad682f212e869&rqn=div8&view=text&node=2:1.1.1.2.3.4.1.2&idno=2>

Federal Audit Clearinghouse: <http://harvester.census.gov/sac/>

DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009

http://management.energy.gov/policy_guidance/1672.htm



Cathy Zoi
Assistant Secretary for Energy Efficiency and Renewable Energy
U.S. Department of Energy

May 24, 2010

**SECTION 00830
ASSISTANT SECRETARY OF ENERGY
FOR ENERGY EFFICIENCY AND RENEWABLE ENERGY**

MEMORANDUM OF DECISION

SUBJECT: Determination of inapplicability (categorical waiver) under section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (CFLs) (with the exception of plug-in CFLs longer than 10 inches).

Under the authority of Recovery Act, section 1605(b)(2), the head of a federal department or agency may issue a “determination of inapplicability” (a waiver of the Buy American provisions) if the iron, steel, or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“nonavailability”). On November 10, 2009, the Secretary of Energy delegated the authority to make all inapplicability determinations to the Assistant Secretary for Energy Efficiency and Renewable Energy (EERE), for EERE projects under the Recovery Act. Pursuant to this delegation the Assistant Secretary, EERE, has concluded that LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches) all qualify for the “nonavailability” determination.

The determination of inapplicability under Recovery Act section 1605 for these three products is based on extensive market research revealed that these three products are manufactured almost exclusively in China and Mexico.

EERE corresponded with a wide range of lighting industry stakeholders, including the national Electrical Manufacturers Association, three major lighting companies (GE, Osram Sylvania, and Phillips), the IUE-CWA labor union, and many smaller lighting manufacturers, in establishing the domestic nonavailability determinations. The two specific exceptions to these categorical waivers (for electronic dimming ballasts and 10-inch and longer CFLs) are evidence of the very detailed research effort undertaken to support the formulation of these nonavailability determinations.

These determinations are also informed by the large number of inquiries and petitions to EERE from recipients of EERE Recovery Act funds (“grantees”), suppliers, and trade associations – all stating that their individual efforts to locate domestic manufacturers have been unsuccessful.

EERE has also received two specific waiver requests from grantees for LED traffic lights and fluorescent electronic lighting ballasts, and has postponed granting waivers that would benefit all grantees implementing projects that utilize these manufactured goods.

EERE is operationalizing a strategy that involves collaborating with multiple stakeholders in the manufacturing community to disseminate technical specifications for hard-to-find products to ascertain whether or not there are any domestic manufacturers for these products. This strategy will ensure that all future determinations of nonavailability are developed via a thorough, transparent, and expedited process. However, while this larger strategy is unfolding, it is critical to move forward with the nationwide categorical waivers for these three manufactured goods, where domestic nonavailability has been ascertained and is currently impeding the progress of numerous Recovery Act projects funded by EERE.

These determinations of inapplicability (categorical waivers) apply to all projects using EERE Recovery Act funds for the construction, alteration, maintenance and repair of public buildings or public works. The Assistant Secretary, EERE, reserves the right to revisit and amend these determinations based on new developments or changes in the domestic manufacturing capacity for these three technologies.

The specific products detailed below will be *excluded* from the determinations of inapplicability (i.e. these products will remain subject to the Buy American provisions) because some domestic manufacturing capacity does exist.

1) Electronic dimming ballasts for fluorescent lamps

Electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output.

2) Plug-in CFLs longer than 10 inches

CFLs greater than 10 inches in length have a 4-pin base and are rated from 18 to 27 watts. They are available in a range of color temperatures and are used, for example, in facilities, offices, warehouses and display cases. Lengths range from 10.5 in (266.7 mm) to 22.5 in (571.5 mm), and rated life ranges from 10,000 to 20,000 hours.

3) Traffic light fixtures

The nationwide categorical waiver for LED traffic lights, arrows, and crosswalk signals covers the LED lights and any adjacent wires and electronic parts necessary for the functionality of the lights themselves; but excludes the metal or plastic fixtures (also referred to as the “housing” or “shell”).

In light of the foregoing, and under the authority of section 1605(b)(2) of the Public Law 111-5 and Redesignation Order 00-002-01C, dated November 10, 2009, with respect to Recovery Act projects funded by EERE, I hereby issue a “determination of inapplicability” (a waiver under the Recovery Act Buy American provisions) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches). Furthermore, I reserve the right to revisit and amend these determinations based on new development or changes in the domestic manufacturing capacity for these three technologies.

Cathy Zoi
Assistant Secretary for Energy Efficiency and Renewable Energy
U.S. Department of Energy

February 11, 2010

This specification has been put together for the benefit of all contractors and suppliers working on EECBG projects.

END OF SECTION

**SECTION 00840
STATE OF MICHIGAN CLAUSES
SOLLICITATION AND CONTRACT CLAUSES FOR
(IN WHOLE OR IN PART) WITH ARRA-EECBG FUNDING**

No State Employees or Legislators

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement, or any benefit that arises from this Agreement.

Compliance with Laws

The Contractor shall comply with all applicable state, federal and local laws and ordinances in performing this Agreement. The Contractor and all subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

Non-Discrimination

In the performance of the Agreement, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the County shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the County may void any Agreement if, subsequent to award of the Agreement, the name of Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears in the register.

Certification Regarding Debarment

The Contractor certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Contractor is unable to certify to any portion of this statement, the Contractor shall attach an explanation to this Agreement.

Publication

The Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

Job Opportunity Posting Requirements

The Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

Illegal Influence

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) The Contractor certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

It is noted that should any of these clauses contained herein this section be in conflict with any other listed in this specification book, the clauses contained shall prevail at all times.

END OF SECTION

**SECTION 00850
DAVIS-BACON ACT AS AMENDED**

PUBLIC LAW 107–217—AUG. 21, 2002 [as amended]
An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A - GENERAL

CHAPTER 31 – GENERAL

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.— The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages. The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include -
 - (A) the basic hourly rate of pay; and
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of -
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.— The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.
- (b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.
- (c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that -
- (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.
- (d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.
- (e) Overtime Pay. In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

Sec.3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or

otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

- (1) In general. The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.
- (2) Right of action. If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.

- (1) In general. The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.
- (2) Restriction on awarding contracts. No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

END OF SECTION



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

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

U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Thomas Jones DBA Weatherization R Us	ADDRESS 100 Jefferson Davis Drive Columbia, Missouri 65202	OMB No.: 1215-0149 Expires: 12/31/2011
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PAYROLL NO. 1	FOR WEEK ENDING 10/30/2009	PROJECT AND LOCATION Various in Boone and Callaway County	PROJECT OR CONTRACT NO. JRB09-633450
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tues	Wed	Thurs	Fri	Sat				FICA	WITH- HOLDING TAX	Pension	OTHER	TOTAL DEDUCTIONS	
				25	26	27	28	29	30	31									
James Holmes - 1234	1	Weatherization Worker	o									\$280.35	\$37.38	\$80.10	\$16.00		\$133.48	\$400.52	
			s		3.00	8.00	5.00	2.00	3.00		21.00	\$13.35							\$534.00
James Holmes - 1234	1	Doors & Window Weatherization Worker	o									\$253.65						\$253.65	
			s		5.00		3.00	6.00	5.00		19.00	\$13.35							
William Bryant - 3456	3	HVAC Heating & Cooling Mechanic	o									\$559.92	\$56.00	\$85.00	\$24.00		\$165.00	\$634.92	
			s		8.00	8.00	8.00				24.00	\$23.33							\$799.92
Roger Barton - 5609	2	Weatherization Worker	o									\$373.80	\$30.67	\$52.91	\$14.00		\$97.58	\$384.22	
			s		5.00	4.00	5.00	6.00	8.00		28.00	\$13.35							\$481.80
Christina Flack - 7893	1	HVAC Heating & Cooling Mechanic	o									\$326.62	\$44.38	\$94.00	\$20.00		\$158.38	\$475.14	
			s					6.00	8.00		14.00	\$23.33							\$633.52
Christina Flack - 7893	1	Weatherization Worker	o									\$186.90						\$186.90	
			s		4.00	8.00		2.00			14.00	\$13.35							
Thomas Jones	2	OWNER	o																
			s																
Andrew Atchison	1	Weatherization Worker	o									\$726.00	\$37.38	\$110.00			\$147.38	\$578.62	
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$13.35 4.80							\$726.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

City of Three Rivers
Date 11/04/2009

I, Thomas Jones Owner
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Thomas Jones DBA Weatherization R Us on the
(Contractor or Subcontractor)

Various sites in Callaway and Boone County; that during the payroll period commencing on the
(Building or Work)
26 day of 10, 2009, and ending the 30 day of 10, 2009,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Thomas Jones DBA Weatherization R Us from the full
(Contractor or Subcontractor)

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

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

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Atchison - Weatherization Worker	Probationary Employee, not yet qualified for medical and pension benefits.

REMARKS:

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

Attachment D-2

Agreement #: [Redacted]
Agreement Period [Redacted]
RE: EECCBG

Submit to: mieecbgreporting@michigan.gov
Phone number (517) 335-1198
Phone number (517) 241-1668

This interagency agreement is funded with EECCBG ARRA funding. Therefore, the following data elements need to be reported:

Due:
 Through September 24, 2010 due October 1, 2010
 Through December 24, 2010 due January 3, 2011
 Through March 25, 2011 due April 1, 2011
 Through June 24, 2011 due July 1, 2011
 Through September 23, 2011 due September 30, 2011

Name of Project or Activity:

Agreement Amount:

Amount Expended:

Number of jobs created/retained as a result of this agreement:

[Redacted] Report the # of hours worked for each job that was created/retained using ARRA funding. Please note this information is for the quarter only.

Guidance on Jobs Created/Retained can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf
 page 10

A narrative description of the employment impact (jobs created/retained) as a result of this agreement:

[Redacted]

[Redacted] Please note this information is cumulative

[Redacted] Please note this information is cumulative

Total Number of Payments to Vendors that received less than \$25,000:
Total Amount of Payments to Vendors that received less than \$25,000:
Expenditure Detail: (see note below)

Vendor DUNS# or

Zip Code + 4 digits

Vendor/Recipient Name

Expenditure Amount

Type of Expenditure

For vendors that received more than \$25,000, please list them here. Please see the definitions below to determine if you have vendors.

Vendor DUNS# or Zip Code + 4 digits	Vendor/Recipient Name	Expenditure Amount	Type of Expenditure

Definitions:

Sub-Recipient - A non-federal organization spending Federal awards received from another organization to carry out a Federal program –not a program beneficiary.

Vendor - A dealer, distributor, merchant, or other seller providing goods or services that are required of the conduct of a Recovery program.

Sub-Recipient vs. Vendor Example: A State is the Prime Recipient. Agencies such as Community Action Agencies are sub-recipients. The company that the sub-recipient buys insulation from or is used to install the insulation is a vendor.

**SECTION 00860
ARRA SPECIAL PROVISIONS**

RELATED SECTIONS

- A. SECTION 00805**, Special Project Requirements
- B. SECTION 00810**, Federal Recovery Act Clauses
- C. SECTION 00850**, Davis-Bacon Act as Amended.
- D. SECTION 00855**, Sample D.O.L. Payroll Form

Terms and Conditions for ARRA Funded Grants

Section 00810, Federal Recovery Act Clauses must be adhered to. The contractor shall provide documentation for required reporting.

Bidders Certification Regarding Bids Based on Payment of Davis-Bacon Wage Rates

The undersigned bidder hereby certifies under the pains and penalties of perjury that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable wage rates established for the project by the United States Department of Labor under the Davis-Bacon and Related Acts. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable wage rates.

Dated: _____

Name of Bidder: _____

Name: _____, its _____

ARRA Vendor Reporting Required

The form labeled Attachment D-2, following this page, must be completed for all vendors.

SECTION 00880
Waste Management Plan

The EECBG program requires all grant recipients to provide written documentation outlining their plans for proper disposal of all waste materials generated during the funded phase of the Project for National Environmental Policy Act (NEPA) compliance. This includes the development of a Waste Management Plan and any other related documents that specifically addresses any waste (hazardous and non-hazardous) generated during the project. The community supports this requirement, but nobody knows better than the contractor what types of waste will be generated. Waste that may be encountered could include things such as construction and demolition debris, old light bulbs, lead ballasts, lead point, piping, roofing material, discarded equipment, debris, and asbestos. The intent of this specification is to outline the basic requirements of the Waste Management Plan as an aid to the Contractor. A typical plan is usually one or two page document describing how the waste or material will be handled and/or disposed. All costs associated with the development and implementation of the Waste Management Plan is to be included in the unit prices bid for the project. For additional information about NEPA, go to www.epa.gov/compliance/nepa

List all the basic general items that are expected to be generated as waste for the project in this contract.

List what is recyclable such as cardboard, ballasts, wire, ballast covers, lamps/bulbs, etc.

List what any hazardous waste items such as ballasts with PCB's.

In general, how should each waste category be handled, temporarily stored and disposed?

Propose where to dispose non-hazardous waste from this project?

Propose where to take recyclable waste items from this project locally?

Propose where to take hazardous waste items from this project locally?

Contractor shall provide collection containers for each category in a pre-determined location on site. Documentation shall be provided with each pay request for all waste generated by the work performed on this project to that date and how it was recycled or disposed. Failure to provide the required documentation will result in delay of payment. If, during an audit by DELEG or DOE and find any missing data, the contractor shall supply this information upon request. Should the contractor identify any material that does not generally fit this outline, then the contractor may revise as long as it meets the intent of a Waste Management Plan.

**SECTION 00900
THE CITY OF THREE RIVERS
LOCAL BID REFERENCE GUIDELINES**

**CITY COMMISSION GUIDELINES FOR LOCAL BID PREFERENCE TO COMMUNITY-BASED
BUSINESSES ON CITY PROCUREMENT CONTRACTS.**

SECTION 1. Introduction. When a Community-based business, as defined in the Guidelines, submits a responsive bid that is within a certain percentage of the lowest responsive bid received from a non-Community-based bidder, the Community-based business may be considered by the City Commission as the lowest responsive and responsible bidder subject to these Guidelines.

SECTION 2. Preference for local bidders or offerors. A Community-based business may be awarded a contract as the lowest responsive and responsible bidder under the circumstances specified in these Guidelines.

SECTION 3. Definitions. For purpose of these Guidelines, the following definitions shall apply:

(a) **Community-based business** means the physical and economic relationship to the City evidenced by the main business office or other facility physically located within the “49093 Zip Code Area” as designated by the United States Postal Service.

(b) **Subcontractor** means a person or company that assumes, by secondary contract, some or all of the obligations of an original contractor.

(c) **Joint venture** means a cooperation between two or more parties for a particular project in which they share the responsibilities and profits associated with the project.

SECTION 4. Preference for Community-based businesses on contracts. When sealed bids are received by the City in a total amount greater than Seven Thousand Five Hundred (\$7,500.00) Dollars, the following shall apply:

(a) If the lowest bidder is not a Community-based business, a Community-based business with a bid within five (5%) percent of the lowest bid that has been deemed responsive and responsible under the Purchasing Ordinance shall be deemed the lowest bidder. The percentage difference in this Guideline may be revised from time to time as the City Commission deems appropriate.

(b) If no Community-based business is within the existing percentage of the lowest bid, as provided above, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(c) Any Community-based business awarded a contract pursuant to these Guidelines shall agree to make available to the City all records necessary to establish eligibility and compliance with all provisions of these Guidelines.

SECTION 5. Bonding requirements.

(a) The City may eliminate bid, performance, and payment bonding requirements when the City Commission deems it appropriate for a Community-based business, except for contracts for construction, alterations or repairs exceeding Twenty Five Thousand (\$25,000.00) Dollars.

(b) The City may allow for joint ventures or other documented business arrangements to enable Community-based businesses to meet bonding requirements for contracts greater than Twenty Five Thousand (\$25,000.00) Dollars.

SECTION 6. Notice to prospective bidders. When soliciting competitive bids, the City Manager shall cause prospective bidders to be notified of the City's local bid preference Guidelines.

SECTION 7. Qualification Determination. A Community-based business that seeks to qualify for a local bid preference may be required to submit an affidavit as to its qualifications for bid preference and/or be required to furnish such documentation as the City Manager may reasonable require to determine its qualification for a local bid preference.

SECTION 8. Subcontractors. In awarding a local bid preference under these Guidelines, the City Commission may ask the Community-based business to give appropriate assurances that if awarded a contract the Community-based business will utilize the services and/or supplies and materials from Community-based businesses for more than fifty (50%) percentage of the total amount of the contract.

SECTION 9. Considerations in awarding local bid preference. All contracts awarded under these Guidelines shall be awarded pursuant to a responsive bid from a Community-based business and to a responsible bidder as determined by the City Commission. In accepting a bid under these Guidelines, the City Commission may consider some or all of the following:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and services for the use of the subject of the contract.
- (9) The number and scope of the conditions attached to the bid.

SECTION 10. Guidelines only. The City Commission has adopted these Guidelines pursuant of its policy to support local businesses in the procurement of City goods, services and capital

improvements whenever reasonable possible in the best interest of the City, its taxpayers and residents. The Guidelines may be revised at any time by proper action of the City Commission or in a specific incidence the City Commission, acting in compliance with the City Charter and the City Code, may elect not to follow these Guidelines.

These Guidelines were duly adopted by the Three Rivers City Commission at a regular meeting of the City Commission held on September 1, 2009.



Allen J. Balog, Mayor

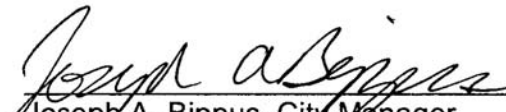
Attest:



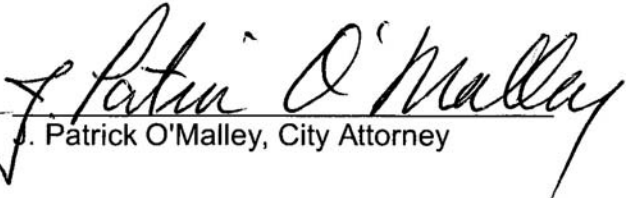
Lindsay Howes, City Clerk

Reviewed for Administration:

Approved as to Form:



Joseph A. Bippus, City Manager



J. Patrick O'Malley, City Attorney

**SECTION 01400
QUALITY CONTROL**

Part 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

- A. Section 01300 – Submittals; Submission of manufacturers’ instructions and certificates

1.03 QUALITY ASSURANCE – CONTROL OF INSTALLATION

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

1.04 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers’ tolerances. Should manufacturers’ tolerances conflict with Contract Documents, request clarification from ENERGYCHEK before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.05 REFERENCES

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

1.06 INSPECTING AND TESTING LABORATORIES SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing, as required.
- B. The independent firm will perform inspections, tests, and other services specified in individual specifications sections and as required by ENERGYCHEK or Owner.
- C. Inspecting, testing and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by ENERGYCHEK or owner.
- D. Reports will be submitted by the independent firm to ENERGYCHEK, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm, furnish samples of materials, design mix, equipment, tools, storage, safe access and assistance by incidental labor as requested.
 - 1. Notify ENERGYCHEK and independent firm 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve Contractor of performing Work to contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by ENERGYCHEK. Payment for retesting will be charged to the Contractor by deducting inspecting or testing charges from the Contract sum.

1.07 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

-
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
 - C. Submit report in duplicate within 30 days of observation to ENERGYCHEK for information.

PART 2 – PRODUCTS

Not used

PART -3 – EXECUTION

Not used

END OF SECTION

SECTION 07600
Weatherization
Library and Commission on Aging Building

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Deliver materials to job site in new unbroken containers clearly labeled as to contents. Store all associated construction materials at normal room temperature and in a dry conditioned space.
- B. During application of materials, temperatures shall be in accordance with manufacturer's recommendations.

1.02 RELATED SECTIONS

- A. Section 01400- Quality Control: Manufacturer's Field Reports
- B. Section 00880 – Waste Management Plan

1.03 SUBMITTALS

- A. All Product Data shall be supplied at Pre-Construction meeting. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Caulk should be closely matched by product specifications and color appropriate. Contractor shall supply specifications and colors at Pre-Construction meeting.

1.04 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage, for all products that apply.

PART 2- PRODUCTS

Accepted products:

- 1. Weather-Stripping – 3/8" or larger of at least 3M grade or approved equal.
- 2. Door Sweeps – neoprene is recommended or approved equal.
- 3. Caulking - Must be high grade polyurethane or silicone caulk that is either a color match or is painted to match the area in which it is applied.

PART 3- EXECUTION

- A. Project consists of insulating and air sealing of the Three Rivers Library and Commission on Aging. The goal is to improve air flow in the attic area and seal up the exterior in several key areas.
- B. EACH Item must be quoted on its own with a standalone price.
- C. All exterior doors will be weather-stripped with a high grade, fastener attached weather stripping. See schedule for door sizes and types. Match existing colors and types of metal.
- D. Surfaces shall be cleaned with suitable oil-free cleaning solvents to clean metal and glass. Clean surfaces shall be dry before application of caulk.
- E. Contractor must protect all finished services prior to starting work.
- F. Contractor must clean the site to owner’s approval before leaving site each day.
- G. Pre-bid walk through to be scheduled at the convenience of the building manager. It is the responsibility of each bidder to be able to do their own takeoff and evaluate each aspect of the job.
- H. All items are to be returned to prior locations when the space is completed or the end of the day, whichever comes first. All spaces are to be cleaned when the space is completed or the end of the day which ever comes first.
- I. All materials removed from the building are to be recycled or disposed of properly. Should anything be classified as hazardous waste, it needs to be taken to a proper disposal site. To avoid delays in pay requests, receipts of proper disposal or recycled materials must be supplied with the pay request.
- J. The specifications related to this project are on file in the office of the Owner and are designated the same as this project heading.
- K. The City will have ENERGYCHEK International conducting QA/QC to ensure that all projects are installed to their specifications. Once again the goal is to increase the overall efficiency of these buildings.

Door Schedule – Library & Commission on Aging

Description	Frame	Qty	Size
Single Metal Door	Metal	2	36” x 84”
Single Metal Door	Metal	2	52” x 84”
Single Metal Door	Metal	1	47” x 84”
Single Metal Door	Metal	1	41” x 84”
Double Metal Door	Metal	1	36” x 84” and 24” x 84”
Double Metal Door	Metal	1	42” x 84” and 18” x 84”
Single Glass Door	Alum	1	39” x 84”
Double Glass Door	Alum	3	37” x 84” and 37” x 84”

END OF SECTION

SECTION 07700
Weatherization
City Hall and Fire Department

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Deliver materials to job site in new unbroken containers clearly labeled as to contents. Store all associated construction materials at normal room temperature and in a dry conditioned space.
- B. during application of materials temperatures shall be in accordance with manufacturer's recommendations.

1.02 RELATED SECTIONS

- A. Section 01400- Quality Control: Manufacturer's Field Reports
- B. Section 00880 – Waste Management Plan

1.03 SUBMITTALS

- A. All Product Data shall be supplied at Pre-Construction meeting. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.04 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage, for all products that apply.

PART 2- PRODUCTS

Accepted products:

- 1. Weather-Stripping – 3/8" or larger of at least 3M grade or approved equal.
- 2. Door Sweeps – neoprene is recommended or approved equal.

PART 3- EXECUTION

- A. Project consists of air sealing of the Three Rivers City Hall and Fire Department. The goal is to decrease air infiltration and increase the insulation in several key areas.
- B. EACH Item must be quoted on its own. With a standalone price.
- C. All exterior doors will be weather-stripped with a high grade, fastener attached weather stripping. See schedule for door sizes and types. Match existing colors and types of metal.
- D. Contractor must protect all finished services prior to starting work.
- E. Contractor must clean the site to owner's approval before leaving site each day.
- F. Pre-bid walk through to be scheduled at the convenience of the building manager due to the complex nature of this job. It is the responsibility of each bidder to be able to do their own takeoff and evaluate each aspect of the job.

- G. Any movement of furniture or equipment is to be implemented by the contractor.
- H. All items are to be returned to prior locations when the space is completed or the end of the day, whichever comes first. All spaces are to be cleaned when the space is completed or the end of the day which ever comes first.
- I. All materials removed from the building are to be recycled or disposed of properly. Should anything be classified as hazardous waste, it needs to be taken to a proper disposal site. To avoid delays in pay requests, receipts of proper disposal or recycled materials must be supplied with the pay request.
- J. The specifications related to this project are on file in the office of the Owner and are designated the same as this project heading.
- K. The City will have ENERGYCHEK International conducting QA/QC to ensure that all projects are installed to their specifications. Once again the goal is to increase the overall efficiency of these buildings.

Table A – Door Schedule

Description	Frame	Qty	Size
Single Metal Door	Metal	1	37" x 84"
Single Glass Door	Alum.	2	37" x 84"
Single Glass Door	Alum.	2	41" x 84"
Double Glass Door	Alum.	1	37" x 84"
O.H. Bay Doors	Std.	2	96" x 109"
O.H. Bay Doors	Std.	5	174" x 174"

END OF SECTION

SECTION 16480
Facility Ventilation Specifications
Library and Commission on Aging Building

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Deliver materials to job site in new unbroken containers clearly labeled as to contents. Store all associated construction materials at normal room temperature and in a dry conditioned space.

1.02 RELATED SECTIONS

- A. Section 01400- Quality Control: Manufacturer's Field Reports
- B. Section 00880 – Waste Management Plan

1.03 SUBMITTALS

- A. All Product Data shall be supplied at Pre-Construction meeting. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.04 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage, for all products that apply.

PART 2- PRODUCTS

Accepted products:

- 1. Damper Units.
- 2. Louver Units.

PART 3- EXECUTION

- A. The following specifications are for this particular project. If any one, or several of these conflict with the Standard Specifications given in the current Standard Construction Specifications for the Owner, the Project Specifications are valid and the Standard Specifications which conflict are voided and the remainder of the Standard Specifications shall be valid. Anything not covered specifically by the Project Specifications shall be referred to the Standard specifications.
- B. This project will be a Design/Build project. Guidelines, equipment list, approximate unit list will be supplied. Selected contractor will be expected to work with EnergyChek™ staff to ensure that the intent of the project and implementation will be followed.
- C. The intent of this project is to install operable damper units in the sidewall and roof louvers of the building. It is desired that the dampers be closed during the heating season to stop heat loss to the outdoors then opened when warmer weather returns. Future intention is to automate these dampers via a proposed BAS.

-
- D. This project will include the installation of rectangular and round insulated and/or tight fit dampers in place of existing rectangular and round louvers. Included will be levers to operate the damper linkages so that the dampers can be easily opened and shut as seasonal needs arise. Levers and linkages are to be actuator ready for future building automation controls. Side wall dampers are to have scoop type deflectors to prevent intrusion of rain, snow, ice, etc., into the dampers and the interior space. Roof dampers are to be weather protected also.
 - E. There are approximately 6 small (16" x 12" x 8") dampers on the exterior of the building; 10 large (24" x 16" x 8") dampers on the exterior of the Commission on Aging and Library building.
 - F. There are approximately 20 roof vent turbines on the roof on the Commission on Aging and the Library.
 - G. Louvers are to be accessible from above the roof and outside the sidewall.
 - H. Existing ventilation rates are to be verified as to meeting required ventilation rates.
 - I. Existing round duct for turbine vents is to be insulated so as to prevent condensation from dropping into the building.
 - J. If cross ventilation is sufficient for the attic space, then any or all turbine vents are to be removed and capped off with insulated materials.
 - K. Any movement of furniture or equipment is to be implemented by the contractor.
 - L. All items are to be returned to prior locations when the space is completed or the end of the day, whichever comes first. All spaces are to be cleaned when the space is completed, or the end of the day which ever comes first.
 - M. The ceiling tile in the COA section of the building has fiberglass insulation batting on top of the tile. Extra care is to be taken if disruption of the ceiling tile in the COA section of the building is needed. All care is to be taken to prevent fiberglass fibers from floating around in the space.
 - N. All materials removed from the building are to be recycled. Proof of recycling is required.
 - O. The floor plans related to this project are on file in the office of the Owner and are designated the same as this project heading. There are no mechanical plans. Contractor is to mark existing drawings with locations of new dampers by size and type.
 - P. Approximate prices are to be submitted on Section 00300. A verbal interview will be required. Final decision of the selected contractor will be based on price and verbal interview.