



MINOR CONSTRUCTION PROJECT BID PACKAGE

Issued by Authority of The Michigan Department of Natural Resources

This is an invitation for a sealed bid for furnishing labor, material, supplies and equipment to complete the project detailed on the Proposal and Contract Form and in the attached specifications. Bid security performance bond and labor and material bond **are not** required for this project.

The State reserves the right to award to that responsive and responsible bidder offering the best value to the State for the quality of the service to be supplied, conformity with specifications and suitability to the requirements of the State, or to reject any and all bids in whole or in part if the best interest of the State will be served.

It is the vendor's responsibility to read, understand and follow the Instructions To Bidders, General Conditions and General Requirements attached to this packet.

Questions regarding these terms should be directed to:	
The Issuing Officer: PATRICK AVENDT	Telephone No.: (517) 373-9902
Address: PATRICK AVENDT PROCUREMENT SERVICES MICHIGAN DEPT. OF NATURAL RESOURCES P.O. BOX 30033 530 WEST ALLEGAN STREET, 6 TH FL. LANSING, MICHIGAN 48909 (This zip is for p.o. box only.) (48933 zip is for street address only.)	

Questions regarding the project should be directed to:	
Site Contact/Project Manager's Name: MR. BILL DOAN	Telephone Number: (906) 885-5274
Division/Office Name: PARKS AND RECREATION DIVISION	
Field Unit Name: PORCUPINE MOUNTAINS WILDERNESS S. P.	
Street Address of Park Headquarters: 33303 HEADQUARTERS ROAD	
City: ONTONAGON	State: ZIP: MI 49953

- This Bid Package contains:
- A. This instructional cover sheet
 - B. The "Proposal and Contract for DNR" (Form PR-1625).
 - C. Instructions to Bidders, General Conditions, General Requirements
 - D. Technical specification and other attachments, if any required.

THE ATTACHED CONTRACT DOCUMENTS ARE FOR:		Bid Number: ESR 887
PROJECT LOCATION (location where the work is being done) PORCUPINE MOUNTAINS WILDERNESS STATE PARK		COUNTY: ONTONAGON
NAME OF CONSTRUCTION PROJECT: RE-ROOF VISITOR CENTER		
MANDATORY PRE-BID OPEN HOUSE: NONE SCHEDULED – However, it is highly recommended that potential bidders visit the site to familiarize themselves with existing conditions.		
BID OPENING:	DATE: Wednesday, May 11, 2011	TIME (local time): 2:00 P.M., LANSING TIME

TO BID FOR THIS WORK, SUBMIT A PROPOSAL FOLLOWING THE INSTRUCTIONS BELOW.

- 1) Complete the "bidder's" portion on the "Proposal and Contract for DNR" (Form PR-1625).
 - **DO NOT change the bid form or qualify the bid.** Only bid on the contract as written. If the bidder wishes to alter the bid price, it may be done by sending in the amount of change (addition or reduction) to the original bid by the bid opening time. The original bid sum must not be revealed. Bid prices must be good for sixty days.
- 2) If an Addendum was issued, confirm receipt by returning two signed copies.
- 3) Seal two completed copies of the "Proposal and Contract for DNR" (Form PR-1625) in an envelope.
- 4) On the mailing envelope, ensure that the following information is completed on the label:
 - a) Bid number
 - b) Bid opening date and time
 - c) That the actual bid is enclosed
- It is the responsibility of the bidder to ensure that correctly identified bids are delivered on time. The Michigan DNR can not be responsible for mail delivery services.
- On or before the due date and time specified on the "Proposal and Contract for DNR" (Form PR-1625), sealed bids must be received and time stamped at: _____, to be considered as on time.
- The bids will be publicly opened and read aloud. Bid results will be available to the public after the opening.



PROPOSAL AND CONTRACT for DNR

Submittal of this information constitutes a valid proposal as required by Authority of Act 431, PA 1984, to provide the services as specified.

BID OPENING DATE and TIME: Wednesday, May 11, 2011 2:00 p.m., Lansing Time	CONTACT INFORMATION FOR EXAMINATION OF PREMISES AND WORKING CONDITIONS AT THE OFFICE		For DNR Issuing Officer CONTRACT NO. COMMODITY CODE:
	Site Contact/Project Manager's Name: MR. BILL DOAN	Telephone Number: (906) 885-5274	
	PROJECT NUMBER: ESR 887		

DEPARTMENT(751): DNR -	DIVISION /OFFICE NAME PARKS AND RECREATION DIVISION	FIELD UNIT NAME PORCUPINE MOUNTAINS WILDERNESS STATE PARK
PROJECT LOCATION (WORK SITE) 33303 Headquarters Road, Ontonagon, MI 49953		PROJECT NAME RE-ROOF VISITOR CENTER

SCOPE OF WORK: The Work to be completed under this contract includes: Providing all labor, materials, and equipment to tear off existing asphalt shingles, including their proper disposal, install new 30-year asphalt shingles, including related builders' felt, ice and water shield, drip edge, flashing, boots, and related items as shown on the drawing and specified herein at the Visitor Center at the Porcupine Mountains Wilderness State Park, 33303 Headquarters Road, Ontonagon, Ontonagon County, Michigan 49953. Contractor is responsible for all necessary permits. Contractor is responsible for his own accurate measurements.

Time of Completion: Upon acceptance of the Proposal and Contract by the State, the Contractor agrees to complete all work by the of the working day, **June 30, 2011**. No work shall be performed during the Memorial Holiday Weekend, Friday, May 27 through Monday, May 30, 2011, inclusive.

BIDDER'S Section: (See attached Instructions To Bidders, General Conditions And General Requirements.)

- Do Not Alter or Qualify This Proposal and Contract. This Proposal May Be Rejected If This Form Is Altered or Qualified.

BIDDER'S NAME AND COMPLETE ADDRESS			TELEPHONE NUMBER
STREET ADDRESS			FEDERAL I.D. NUMBER (if none, SOCIAL SECURITY NUMBER) (Protected information required for processing payments)
CITY	STATE	ZIP CODE	

Base Proposal Sum: \$ _____ (This figure shall be valid for a period of sixty (60) days from the Bid Opening Date.)

NOTE: BID GUARANTEE & BONDS ARE NOT REQUIRED ON THIS PROJECT.

Bidder Acknowledges receipt of the following addenda: _____ Dated: _____

We propose to furnish all labor, materials, equipment, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum(s) stated above and agree that this document and attached General Terms and Requirements will constitute the contract if accepted by the State.

Signatures and Authorizations: Bids may be rejected as being incomplete without this authorization

- Corporations** shall include with the bid, a copy of the resolution giving the person signing the bid, power to bind the company in a legal contract.
- Partnerships** may have all partners sign this "Proposal and Contract for DNR" (Form PR-1625) or may submit a Power of Attorney.
- Sole proprietorships** need only to have their signatures witnessed.

BIDDER'S SIGNATURE (s)	DATE
WITNESS' SIGNATURE	DATE

Submit 2 copies of this Proposal To:

PATRICK AVENDT
 PROCUREMENT SERVICES
 MICHIGAN DEPT. OF NATURAL RESOURCES
 P.O. BOX 30033
 530 WEST ALLEGAN STREET, 6TH FL.
 LANSING, MICHIGAN 48909 (This zip is for p.o. box only.)
 (48933 zip is for street address only.)

ACCEPTANCE: THIS PROPOSAL IS ACCEPTED BY THE STATE OF MICHIGAN	
DNR ISSUING OFFICER'S SIGNATURE	DATE
WITNESS' SIGNATURE	DATE

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid:** Execute bid fully and properly. Submit in duplicate on this form in a sealed envelope to this office.
2. **Signatures:** All bids, notifications, claims, and statements must be signed as follows:
 - a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
 - b. Partnerships: Signature of one partner shall be accompanied by a **certified** copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by **all** partners, no authorization is required.
 - c. Individual: No authorization is needed. Each signature must be witnessed.
3. The bidder acknowledges the right of the owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the owner to reject a bid:
 - a. if the bid is in any way incomplete or irregular;
 - b. if the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification or demolition of a facility with the owner, or a contractor in privity of contract with the owner, which was funded, directly or indirectly, by the owner;
4. It is the intent of the owner to award a contract to the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, and does not exceed the funds available.
5. Individuals needing special services to fully participate in the bidding process due to a physical challenge may contact the building superintendent or the facility manager.
6. **Electronic Funds Transfer Payment** Public Act 533 of 2004 requires all vendors doing business with the State of Michigan to receive payment by electronic funds transfer (EFT) for services and goods provided to the State. Please log on to the contractor and payment website at www.michigan.gov/cpexpress to register your company or you may contact the C&P Express Help Desk toll-free at 888-734-9749
7. **Interpretation of Contract Documents:** If any person contemplating submitting a bid for this project is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, he/she may submit a written request to the director for an interpretation not later than nine days prior to due date of bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the documents will be made by the requesting office and an addendum issued and mailed or delivered to each

person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements. The state will not be responsible for any other explanation or interpretation of the contract documents.

8. **Substitution of Materials:** Any bidder wishing to use manufacturers or materials other than those specified shall submit a written request to the director not later than nine days prior to due date for bids. Request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. The person submitting the request will be responsible for its prompt delivery. An examination and evaluation of product data will be made by the state unit and, if found acceptable, an addendum will be issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements.
9. **Time of Completion:** Upon acceptance by the state of the Proposal and Contract, the contractor agrees to complete all work required in the time frame required on the Proposal and Contract.
10. **Michigan Products and Recycled Products:** All contractors and suppliers are encouraged to provide Michigan-made products and/or recycled products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the contract documents.
11. **Rejection:** The state reserves the right to reject any bids and to waive any defects in bids.
12. **Contract:** Upon acceptance by the state, this document will constitute the contract and the executed duplicate will be returned to the contractor. The contract shall not be in force until the contractor has complied with all of the requirements of insurance.

GENERAL CONDITIONS

1. **Definitions:** "**State**", the State of Michigan; "**Director**", the director of the State Unit or his/her authorized representative; "**State Unit**", any state department, board, commission or institution; "**Contractor**", the bidder whose proposal is accepted by the state; "**Notification**", written notice delivered in person or by mail; "**Contract Documents**", this document and supplemental specifications and drawings.
2. **Unfair Labor Practice:** Public Act No. 278 of 1980 prohibits the state from awarding a contract or subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three occasions involving different violations during the preceding seven years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. A contractor for the state may not, in relation to that contract subcontract with such an employer.
3. **Safety Regulations:** The contractor shall conform to the "General Safety Rules and Regulations" for the

construction industry, as prescribed by the Construction Safety Commission, Department of Labor and Economic Growth, Bureau of Safety and Regulations, Lansing, Michigan, and the Occupational Safety and Health Standards of the United States Department of Labor. This shall be made a condition of each subcontract entered into pursuant to the contract.

4. **Taxes:** The contractor shall include and be deemed to have included in the bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury's Revenue Division on the bid date.
5. **Nondiscrimination:** For all state contracts for goods or services in amount of \$5,000 or more, or for contracts entered into with parties employing three or more employees; in connection with the performance of work under this contract, the contractor shall comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453 as amended, which may be in effect at the time of bidding for any individual State project.
6. **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 by all parties concerned.
7. **Royalties, Patents, Notices, and Fees:** Contractor shall give all notices and pay all royalties, building permits, and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the state harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of the work.
8. **Examination of Premises:** Bidder shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in his/her behalf by reason of error or omission on his/her part. If any part of the contractor's work depends for proper results upon existing work or the work of another contractor, the contractor shall notify the director before commencing work of any defects that will affect the results. Failure to so notify the director will constitute his/her acceptance of the conditions.
9. **Working Conditions:** All work shall be done in accordance with all regulations governing the state unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state unit. Materials, tools, equipment, etc., shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his/her proposal all costs for meeting such working conditions.

10. **Materials:** Unless otherwise specified, all materials shall be new and of the best grade of the representative kinds for the purpose.

- a. Whenever material, an item of equipment, or a system is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied.

11. **Permits:** The Contractor is responsible for all necessary permits for this project, unless otherwise indicated on the Bid Form, Technical Specifications, or Drawings.

All work shall be executed in accordance with the State of Michigan's Construction Codes, except where work is specified or shown to be above such standard. The work shall be executed in conformity with the drawings and these specifications.

If the contractor performs any work knowing it to be contrary to the State of Michigan's Construction Codes, the contractor shall assume full responsibility and shall bear all attributable costs.

12. **Employees and Superintendence:** Contractor shall enforce good order among his/her employees and shall not employ on the work any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. Contractor or a competent person having authority to act for him/her shall be at the work at all times. He/She shall have the plans and specifications available on the site at all times.

- a. Michigan Residency: Pursuant to 1988 PA 504, 50 percent of the persons working on this project and employed by the prime contractor or subcontractors shall have been residents of the State of Michigan for not less than one year before beginning work.

13. **Other Contracts:** The state may let other contracts in connection with the work and the contractor shall properly connect and coordinate his/her work with the work of such other contractors. The state shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

14. **Protection:** The contractor shall be responsible for the protection of state property during the period of construction and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, and other improvements in and adjacent to the area of work under the contract.

15. **Insurance:** No work connected with this contract shall be started until the contractor has submitted original signed certificates of insurance covering general liability and workers' compensation indicating (a) all workers are insured to protect him/her from claims for damages for personal injury or death which may arise from operations under this contract as required by Michigan statute and that (b) he/she has the following liability insurance coverage: Commercial General Liability limits shall be \$2,000,000.00 each occurrence, \$2,000,000.00 general

aggregate, \$2,000,000.00 products and completed operations aggregate, \$1,000,000.00 personal and advertising injury. Commercial Automobile Liability limits shall be \$2,000,000.00 combined single limit, \$1,000,000 Each Occurrence Limit, \$500,000 Fire Damage Limit (any one fire). All of the above insurance shall be maintained during the life of this contract. Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract.

Insurance Companies must have a rating of "A—" or better as listed by A.M. Best Company. The State of Michigan must be named as an additional insured.

16. **Michigan Right-to-Know Law:** All contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80 which requires employers to:

- a. develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets;
- b. provide training for employees who work with these chemicals.
- c. develop a written hazard communications program.

17. **Changes:** Contractor shall make changes in the contracted work only as ordered in writing by the director.

18. **Inspection:** Contractor shall at all times permit and facilitate inspection of the work by the director. The state unit will designate an inspector for this contract. It will be the responsibility of this contractor to notify the inspector of the date operations are to start and to contact the inspector periodically during the course of the work to insure that work is being performed in accordance with the conditions of this contract.

19. **Termination for Breach:** The state may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the director or when the approved progress schedule is not met because of failure of the contractor to prosecute the work. In the event of such termination, the state may complete the contracted work and the contractor will be liable for any excess cost occasioned the state thereby and in such case the state may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary.

20. **Clean Up:** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work and at the completion of the work. he/she shall remove all his/her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his/her work clean and ready for use.

21. **Guarantee:** Contractor shall furnish the state with a written guarantee to remedy any defects due to faulty

materials or labor which appear in the work within one year from the date of final acceptance by the state.

22. **Payment:** Payment for the work will be made in one sum at the completion of the contract except that a single progress payment may be made at any time during the construction period for the value of the work completed, except in no case shall the amount of the payment exceed 50 percent of the value of the contract. If contractor expects to request partial payment, he/she shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum, such as the director may request. When requested, the contractor shall submit a statement based upon this schedule, itemized and supported as the director may require. Contract will not be considered complete until the work has been accepted as final by the state unit and the director and the attached "Guarantee and Statement" (DMB-437) has been completed and signed by the contractor. Payments will be made within 30 days after the Director has certified to the Owner that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the Contract documents. Process of progress payments by the Owner may be deferred by the Owner until Work having a prior sequence, as provided in the Contract documents, is in place and is approved. Each Application of Payment shall certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought have been paid from the payments received.

23. **Prevailing Wage Rates:** The Prevailing Wage Law, Act 166 of the Public Acts of 1965 is applicable to this Contract. By law, prevailing wage rates are the rates contained in collectively bargained agreements covering the location of the state project. The purpose of establishing prevailing wage rates is to provide rates of pay for workers on construction projects for which the state or a school district is the contracting agent and which is financed or supported by the state. The Prevailing Wage Law requires that every contractor and subcontractor shall post a copy of all prevailing wage and fringe benefit rates prescribed in the contract at the construction site. An accurate record showing the name and occupation of and the wages and benefits paid to each construction mechanic must be kept by the employer and available for inspection by the department. Please pay special attention to the overtime requirements. A worker who believes he or she has not been paid the prevailing wage rate on a state project may file a complaint with the Wage Hour Administration, Bureau of Safety and Regulation, Department of Labor and Economic Development, 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825.

24. **Protection of Utility Services:** It is a requirement of this Contract, in accordance with Public Act 53 of 1974, as amended, that the Contractor give notice of construction intent to public utilities. "Miss Dig" (telephone number 1-800-482-7171, toll free) shall be notified a minimum of 72 hours (three working days) prior to construction activities. The Contractor shall provide for the protection of all public utility underground and above ground facilities that are to remain. Damage to any such utility services

resulting from the Contractor's operations shall be repaired or replaced by the Contractor without additional cost to the State.

GENERAL REQUIREMENTS

1. The state unit will provide the following work:

a. **State Salvage:** The state reserves the right to salvage certain items and equipment. Such items will be identified to the bidder at the time of his/her inspection of the proposed work. Salvaged items will be removed by state prior to commencement of work under the contract.

b. **Moving Furnishings and Equipment:** The contractor shall give timely notice to state unit of all furnishings, window covering and movable equipment that will interfere with his/her work or which the contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The contractor shall furnish, install, maintain and remove all coverings used to protect furnishings, window coverings and movable equipment.

2. Project Coordination:

a. Prior to beginning work the contractor shall **meet** with the state unit and arrange the schedule for the project. Once the project is started, it shall be carried to completion without delay.

b. Any building utility service interruptions or outages required by the contractor in performing the work shall be prearranged with the staff of the state unit and shall occur only during those scheduled times.

3. Cutting and Patching:

a. The contractor shall do all cutting, fitting or patching of the work that may be required to make its several parts fit together properly or make new work join with the existing structure. The contractor shall take proper precautions so as not to endanger any existing work. The contractor shall not cut or alter existing structural members or foundations.

b. Holes or openings cut in exterior walls and roofs for installation of materials or equipment shall be waterproofed by appropriate, approved materials and methods.

c. All adjacent finished surfaces that are damaged by the new work shall be patched with materials matching existing surfaces. Joints between patched and existing material shall be straight smooth and flush. All patching material shall be applied by workers skilled in its installation.

4. Mechanical Alteration Procedures:

a. All work which will necessitate shutting down of existing mechanical equipment or systems shall be made at such time as will not interfere with the normal use of the existing building.

b. Any cutting of floors, walls, roofs or ceilings required to run new work or remove old shall be performed by the

contractor requiring same and all patching on his/her work shall be done by the contractor to full satisfaction of the state unit.

c. All piping in existing building shall be run concealed as far as practical in pipe spaces, ceiling spaces, tunnels, crawl spaces or similar areas, except as approved or directed by the state unit.

5. Project Meetings:

a. **Preconstruction Conferences:** The state unit may schedule a preconstruction conference to be attended by the, state unit staff, and the contractors. Once the project has been started, the contractor shall carry it to completion without delay.

b. **Meetings:** The state unit may schedule meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the work or to inspect completed work. The contractor shall be represented at each meeting by persons with full authority to act for the contractor in regard to all portions of the work.

6. Shop Drawings and Project Data:

a. Before the delivery of any material or equipment to the job site, the contractor shall submit to the state unit a complete list of material suppliers, subcontractors, and brand names of all materials proposed to be used in the project.

b. The contractor shall check and verify all field measurements and shall submit to the state unit a minimum of five copies of shop drawings, product data catalogs, material schedules, safety data sheets, etc. Following examination by the state unit, three copies will be retained for the state's use and the remaining copies will be returned to the contractor with indication of approval or with notations for correction.

7. Temporary Utilities:

a. The contractor shall furnish and install all temporary facilities and controls required by the work, shall remove them from state property upon completion of the work, and the grounds and existing facilities shall be restored to their original condition.

b. Water and electricity will be available in the area where work will be performed. The contractor will not be charged for reasonable use of these services for construction operation. The contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services shall not disrupt or interfere with operations of the state unit.

c. **Temporary Sanitary Facilities:** The state unit will designate a permanent toilet facility on the premises for use by a personnel employed in the work. The contractor shall repair any damage to the toilet facility caused by his/her employees.

d. Heating units if required shall be of type approved by the state unit. Equipment and surroundings shall be

kept clean and in safe condition All direct fired space heaters, if used, shall be vented directly to the outside. The contractor shall pay for all fuel and/or electricity used for temporary heat.

8. Construction Aids:

a. The contractor shall furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the work. All construction aids shall conform to federal, state, and local codes or laws for protection of workers and the public.

b. **Debris Chute:** The contractor shall use a chute to lower debris resulting from his/her work. The chute shall be the enclosed type with its discharge directly into the truck.

9. Barriers and Enclosures: The contractor shall furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

10. Contract Close Out:

a. **Substantial Completion:** The contractor shall notify the state unit when the work will be substantially complete and ready for inspection and preparation of a list of minor replacement, correction and adjustment items. The contractor shall be represented on the job site at the time this inspection is made and thereafter shall complete all work by the date set for final acceptance by the owner.

b. Cleaning:

(1) **Regular Cleaning:** All scrap or removed material, debris or rubbish shall be regularly removed from the project at the end of each working day. No discarded material shall be deposited on the grounds of the state unit without the express permission of the physical plant engineer or administrative officer. No salvage or surplus material may be sold on the premises of the state unit.

(2) **Final Cleaning:** Just prior to final acceptance by the state unit, the contractor shall clean all of the work and existing surfaces, building elements and contents that were soiled by his/her operations and make repairs for any damage or blemish that was caused by the work.

11. Project Record Documents: The contractor shall furnish to state unit with the request for final payment reproducible drawings or plans, and any sections or

details necessary, clearly showing the actual path and location of material and equipment installed in this project.

12. Warranties: Unless otherwise specified in these documents, the contractor shall provide a minimum one (1) year warranty on all materials, labor, workmanship, etc. that shall cover the entirety of this project. The contractor shall forward to the state unit Form PR-1628E covering statements concerning guarantee and indebtedness, and any other special warranties or requirements of the contract documents.



RICK. SNYDER
GOVERNOR

Michigan Department of Energy, Labor & Economic Growth
Wage & Hour Division
PO Box 30476
Lansing , MI 48909-7976
517.322.1825
www.michigan.gov/wagehour



STEVEN H. HILFINGER
DIRECTOR

Informational Sheet: Prevailing Wages on State Projects

REQUIREMENTS OF

THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The Michigan Department of Energy, Labor & Economic Growth determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes *wage and fringe benefit totals* for designated construction mechanic classifications. The overtime rates also include *wage and fringe benefit totals*. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic **requested by a contracting agent** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, **must** be obtained **prior** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic *shall only* be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the Wage & Hour Division. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.

A violation of Act 166 will result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website. This list includes the names and addresses of contractors and subcontractors the division has found in violation of Act 166 based on complaints from individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of contractors that have violated Act 166 for use in determining who should receive state-funded projects.



RICK SNYDER
GOVERNOR

Michigan Department of Energy, Labor & Economic Growth

Wage & Hour Division

PO Box 30476

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STEVEN H. HILFINGER
DIRECTOR

**Informational Sheet: Prevailing Wages on State Projects
General Information Regarding Fringe Benefits**

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$.16
Tuition	\$500.00 annual cost/2080 =	\$.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$.96
Total Hourly Credit		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans

**Michigan Department Energy, Labor & Economic Growth
Wage & Hour Division
Overtime Provisions for MICHIGAN PREVAILING WAGE RATE
COMMERCIAL SCHEDULE**

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
9th Hour	1	5		
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked **between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.**

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3); for all hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The N (character 9) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (characters 1-3); for hours worked on Saturday, 1½ rate is due (characters 4 – 7). Work done on Sundays or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek.

(REV 09/29/09)

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

Official Request #: 426

Requestor: DNR

Project Description: Re-roof Visitor Center

Project Number: DNR Porcupine Mountains Wilderness State Park

www.michigan.gov/wagehour

Ontonagon County
Official 2011 Prevailing Wage Rates for State Funded Projects

Issue Date: 4/14/2011

Contract must be awarded by: 7/13/2011

<u>Classification</u>			<u>Last</u>	<u>Straight</u>	<u>Time and</u>	<u>Double</u>	<u>Overtime</u>
Name	Description		Updated	Hourly	a Half	Time	Provision
Asbestos & Lead Abatement, Hazardous Material Handler							
Asbestos and Lead Abatement, Hazardous Material Handler	AS207		8/3/2010	\$37.05	\$49.78	\$62.50	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-							
Carpenter							
Carpenter, Drywall Taper & Finisher, & Floor Layer	CA1510-C		9/9/2010	\$38.32	\$50.38	\$62.44	H H D H H H D D Y
A 4 ten hour schedule may be worked Monday-Thursday with Friday as a make-up day for inclement weather or holiday.							

Apprentice Rates:

1st 6 months	\$28.67	\$35.90	\$43.14
2nd 6 months	\$29.88	\$37.72	\$45.56
3rd 6 months	\$31.08	\$39.52	\$47.96
4th 6 months	\$32.29	\$41.34	\$50.38
5th 6 months	\$33.50	\$43.15	\$52.80
6th 6 months	\$34.70	\$44.95	\$55.20
7th 6 months	\$35.91	\$46.76	\$57.62
8th 6 months	\$37.11	\$48.56	\$60.02

Heat and Frost Insulator

Spray Insulation	AS25S		3/5/2007	\$20.14	\$29.14		H H H H H H H H N
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Laborer

Class A Laborer - construction laborer on building and heavy construction work, storm, and sanitary sewers on all construction sites and streets which are not included in the road builder rates, tool crib attendant, civil engineer helper, rodman, oxi-gun operator, propane or acetylene cutting torch operator, motor driven buggies, chipping hammers, tamping machines, green cutting, sand blasters, mason tenders, mortar mixers, marterial mixers, vibrator operators, concrete mixers, laborers with concrete crew, mixer to pour, including pour time from trucks.	L1329-B-A		6/25/2010	\$31.48	\$41.27	\$51.06	H H D H D D D D Y
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All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated

Apprentice Rates:

0 - 1,000 hours	\$26.58	\$33.92	\$41.26
1,001 - 2,000 hours	\$27.56	\$35.39	\$43.22
2,001 - 3,000 hours	\$28.54	\$36.86	\$45.18
3,001 - 4,000 hours	\$30.50	\$39.80	\$49.10

Official Request: 426
 Requestor: DNR
 Project : Re-roof Visitor Center

Project Number: DNR Porcupine Mountains Wilderness State Park
 County: Ontonagon

Official Rate Schedule

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

Class B Laborer - Cement gun nozzleman, blasters, miners, drillers, buster operators, layers of all non-metallic pipe	L1329-B-B	6/25/2010	\$31.88	\$41.87	\$51.86	H	H	D	H	D	D	D	D	Y
All hours worked on Saturdays, except as an inclement weather or M-F holiday make up day must be paid @ overtime rate indicated.														
Class C Laborer - caisson worker & airtrack	L1329-B-C	6/25/2010	\$32.23	\$42.40	\$52.56	H	H	D	H	D	D	D	D	Y
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated.														
Class E Laborer - digester, tanks & kilns	L1329-B-D	6/25/2010	\$33.53	\$44.35	\$55.16	H	H	D	H	D	D	D	D	Y
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated.														
Landscape Laborer														
Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-A	4/6/2011	\$25.35	\$34.89	\$44.43	X	X	H	X	X	X	H	D	Y
Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver on when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-B	1/10/2011	\$21.15	\$28.59	\$36.03	X	X	H	X	X	X	H	D	Y
Landscape Laborer: seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-C	1/10/2011	\$12.95	\$19.43	\$25.90	X	X	H	X	X	X	H	D	Y
Operating Engineer General Construction & Underground														
Crane 120' boom & jib	EN-324UP-120GU	6/16/2010	\$45.57	\$58.96	\$72.35	H	H	H	H	H	H	H	D	Y
Crane 140' boom & jib	EN-324UP-140GU	6/16/2010	\$45.82	\$59.34	\$72.85	H	H	H	H	H	H	H	D	Y
Crane with 300' or longer main boom & jib	EN-324UP-300GU	6/16/2010	\$47.57	\$61.96	\$76.35	H	H	H	H	H	H	H	D	Y
Crane with 400' or longer main boom & jib	EN-324UP-400GU	6/16/2010	\$49.07	\$64.21	\$79.35	H	H	H	H	H	H	H	D	Y
Class A- Regular equipment operator, crane, dozer, front end loader, pumpcrete, squeeze crete, job mechanic, welder, concrete pump, excavator, milling & pulverizing machines, & scraper (self-propelled & tractor drawn).	EN-324UP-AGU	6/16/2010	\$45.07	\$58.21	\$71.35	H	H	H	H	H	H	H	D	Y

Apprentice Rates:

1st 6 months	\$36.69	\$45.89	\$55.09
2nd 6 months	\$38.00	\$47.86	\$57.71
3rd 6 months	\$39.31	\$49.82	\$60.33
4th 6 months	\$40.62	\$51.79	\$62.95
5th 6 months	\$41.94	\$53.77	\$65.59
6th 6 months	\$43.26	\$55.74	\$68.23

Official Request: 426
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Official Rate Schedule

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Class B- Air-Trac Drill, boom truck (non-swing), concrete mixers, material hoist and tugger, pumps 6" and over, beltcrete, sweeping machine, trencher, head grease man, winches, well points and freeze systems	EN-324UP-BGU 6/16/2010	\$41.82	\$53.34	\$64.85	H H H H H H H D Y
Class C- Fork Truck, air compressor, conveyer, concrete saw, farm tractor(without attachments), generator, guard post driver, mulching machines, pumps under 6", welding machines, grease man	EN-324UP-CGU 6/16/2010	\$41.24	\$52.47	\$63.69	H H H H H H H D Y
Class D- Oiler, fireman, heater operator, brock concrete breaker, elevators (other than passenger), end dump & skid steer	EN-324UP-DGU 6/16/2010	\$40.30	\$51.06	\$61.81	H H H H H H H D Y
Crane 220' boom & jib	EN-324UP-GU 6/16/2010	\$46.07	\$59.71	\$73.35	H H H H H H H D Y
Mechanic w/ truck & tools	EN-324UP-MGU 6/16/2010	\$46.57	\$60.46	\$74.35	H H H H H H H D Y
Painter					
Painter	PT-1011 8/3/2010	\$28.39	\$38.20	\$48.00	H H H H H H H D N
Apprentice Rates:					
1st 1000 hours		\$20.55	\$26.44	\$32.32	
2nd 1000 hours		\$21.53	\$27.90	\$34.28	
3rd 1000 hours		\$22.51	\$29.38	\$36.24	
4th 1000 hours		\$23.49	\$30.84	\$38.20	
5th 1000 hours		\$24.47	\$32.32	\$40.16	
6th 1000 hours		\$25.45	\$33.78	\$42.12	
7th 1000 hours		\$26.43	\$35.26	\$44.08	
8th 1000 hours		\$27.41	\$36.72	\$46.04	
Roofer					
Commercial Roofer Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.	RO-149-UP 8/15/2008	\$26.03	\$34.10	\$42.16	X X X X X X X D Y
Apprentice Rates:					
Apprentice 1		\$18.64	\$23.50	\$28.36	
Apprentice 2		\$19.47	\$24.71	\$29.95	
Apprentice 3		\$20.28	\$25.91	\$31.54	
Apprentice 4		\$21.09	\$27.10	\$33.10	
Apprentice 5		\$21.89	\$28.26	\$34.64	
Apprentice 6		\$22.70	\$29.45	\$36.21	
Sheet Metal Worker					
Sheet Metal Worker 4 10s allowed as consecutive days, M-Th or T-F	SHM-7-5 8/4/2010	\$47.87	\$62.96	\$78.04	H H H X D D D D Y
Apprentice Rates:					
1st 6 months		\$25.57	\$32.25	\$38.92	
2nd 6 months		\$27.48	\$34.89	\$42.31	
3rd 6 months		\$29.39	\$37.55	\$45.41	
4th 6 months		\$31.30	\$40.20	\$49.10	
5th 6 months		\$33.21	\$42.85	\$52.50	
6th 6 months		\$35.12	\$45.50	\$55.88	
7th 6 months		\$37.04	\$48.16	\$59.28	
8th 6 months		\$38.94	\$50.81	\$62.67	
Truck Driver					
of all trucks of 8 cubic yd capacity or over	TM-RB2 1/26/2011	\$38.33	\$36.94		H H H H H H H Y
of all trucks of 8 cubic yard capacity or less	TM-RB2A 1/26/2011	\$38.23	\$36.79		H H H H H H H Y
on euclid type equipment	TM-RB2B 1/26/2011	\$38.48	\$37.16		H H H H H H H Y

Official Request: 426
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Official Rate Schedule

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PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and blend specified.
- C. Maintenance data.
- D. Warranties: Sample of special warranties.

1.3 QUALITY ASSURANCE

- A. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

1.4 WARRANTY

- A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.
 1. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first three years nonprorated.
 2. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
- B. Workmanship
 1. Guarantee against defects for 5 years.

1.5 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Asphalt Shingles: 100 sq. ft. of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide GAF Materials Corporation; Timberline Prestique 30, or comparable product by one of the following:
 - a. Atlas Roofing Corporation.
 - b. CertainTeed Corporation.
 - c. Elk Premium Building Products, Inc.; an ElkCorp company.
 - d. GAF Materials Corporation.
 - e. Owens Corning.
 - f. PABCO Roofing Products.
 - g. TAMKO Roofing Products, Inc.
 - 2. Butt Edge: Straight cut.
 - 3. Strip Size: Manufacturer's standard.
 - 4. Algae Resistance: Granules treated to resist algae discoloration.
 - 5. Color and Blends: Weathered Wood
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.2 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226 or ASTM D 4869, Type I, asphalt-saturated organic roofing felt, unperforated.
- B. Ice and Eave Protection Membrane: ASTM D 1970, minimum of 40-mil, rubberized asphalt sheet bonded to sheet polyethylene with strippable treated release paper mineral granule.
 - 1. Manufacturers
 - a. CertainTeed Corp; Product - Winterguard Waterproofing Underlayment
 - b. GAF Building Materials Corp; Product - Weather Watch Underlayment
 - c. W.R. Grace & Company; Product – Ice & Water Shield

2.3 RIDGE VENTS

- A. Rigid Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent with nonwoven geotextile filter strips and external deflector baffles; for use under ridge shingles.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Air Vent, Inc.; a Gibraltar Industries company.
 - b. Cor-A-Vent, Inc.
 - c. GAF Materials Corporation.
 - d. Lomanco, Inc.
 - e. Mid-America Building Products.
 - f. Obdyke, Benjamin Incorporated.
 - g. Owens Corning.
2. Minimum Net Free Area: 18 inches per sq. ft.
3. Width: 12 inches.

2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, smooth shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

2.5 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
 1. Sheet Metal: Anodized aluminum.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 2 inches (50 mm) over underlying course. Lap ends a minimum of 4 inches (100 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with felt underlayment nails.

1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction to shed water. Lap ends of felt not less than 6 inches (150 mm) over self-adhering sheet underlayment.
 2. Install fasteners at no more than 36 inch (900 mm) o.c.
- C. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated on Drawings, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

3.2 METAL FLASHING INSTALLATION

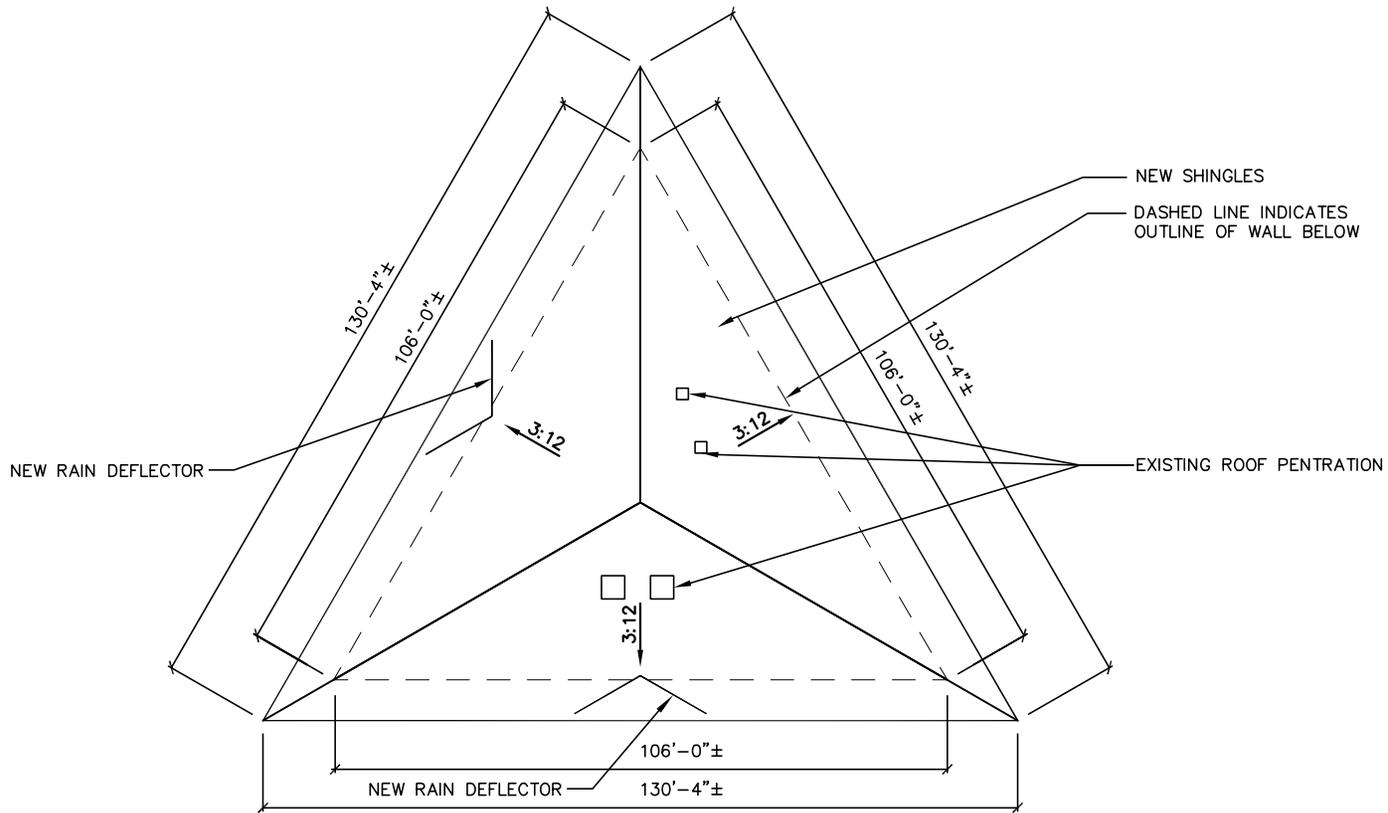
- A. General: Install metal flashings and other sheet metal to comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

3.3 ASPHALT SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches (175 mm) wide with self-sealing strip face up at roof edge.
1. Extend asphalt shingles 1/2 inch (13 mm) over fasciae at eaves and rakes.
 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with 6-inch (150-mm) manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.
- F. Fasten asphalt shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.
1. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
 2. When ambient temperature during installation is below 50 deg F (10 deg C), seal asphalt shingles with asphalt roofing cement spots.

- G. Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches (300 mm) beyond center of valley. Use one-piece shingle strips without joints in valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches (50 mm) short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
- H. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- I. Ridge Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

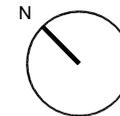
END OF SECTION



NOTES:

1. REMOVE EXISTING ASPHALT SHINGLES AND FELT UNDER-LAYMENT DOWN TO EXISTING SHEATHING.
2. EXAMINE EXISTING SHEATHING. ANY ROTTED MATERIAL SHALL BE REPLACED WITH TREATED PLYWOOD OF SAME THICKNESS.
3. REMOVE EXISTING METAL DRIP EDGE.
4. APPLY NEW LAYER OF 15 LB. FELT OVER ENTIRE ROOF. INSTALL NEW LAYER OF ICE AND WATER SHIELD MEMBRANE AT ALL EAVES AND VALLEYS. EXTEND FROM EAVE TO A POINT 36" INSIDE OF EXISTING EXTERIOR WALL LINE.
5. INSTALL NEW SHINGLES.
6. INSTALL NEW ALUMINUM DRIP EDGE ENTIRE PERIMETER OF ROOF IF DAMAGED.
7. INSTALL NEW RAIN DEFLECTOR PAINT TO MATCH SHINGLES.
8. INSTALL NEW RUBBER BOOTS AT ALL PLUMBING VENT STACKS.

ROOF PLAN INDICATES GENERAL ROOF CONFIGURATION ONLY. IT WILL BE THE ROOFING CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT MEASUREMENTS AND LOCATION OF ROOF PENETRATIONS.



ROOF PLAN

NO SCALE

A1

PROJECT NO.	.
INDEX	.
PCA	.
DRAWN BY	PS
DESIGNED BY	PS

04/06/11 BIDS & CONSTRUCTION

RE-ROOF VISITOR CENTER BUILDING
PORCUPINE MOUNTAINS
STATE PARK
 ONTONAGON COUNTY

STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES
 OFFICE OF LAND AND FACILITIES
 DESIGN & CONSTRUCTION SECTION
 P.O. BOX 30033 LANSING, MI 48909-7933
 517.241.1919 VOICE 517.241.4278 FAX



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
TECHNOLOGY, MANAGEMENT AND BUDGET
LANSING



KENNETH D. THEIS
DIRECTOR

April 14, 2010

Qualified Disabled Veterans Preference

Act 91 of the Public Acts of 2005
Act 22 of the Public Acts of 2010

In awarding contracts under MCL 18.1241 and MCL 18.1261, the department shall give a preference of up to 10% of the amount of the contract to a qualified disabled veteran.

MCL 18.1241 Applies to “contracts for construction, repair, remodeling, or demolition of a facility.”

MCL 18.1261 applies to “the purchase of, the contracting for, and the providing of supplies, materials, services, insurance, utilities, third party financing, equipment, printing, and all other items as needed by state agencies for which the legislature has not otherwise expressly provided.”

The request to have the preference applied to a bid and the required documentation showing eligibility for the preference must be submitted as part of the bid, otherwise the preference will not be applied.

Definitions:

1. “Qualified Disabled Veteran” (QDV) means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.
2. “Service Connected Disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16).
3. “Veteran” means a person who served in the active military, naval, or air service and who was discharged or released from his or her service under conditions other than dishonorable.

Required Documentation:

1. Proof of service and conditions of discharge: DD 214
2. Proof of service-connected disability: DD 214 if the disability was documented at discharge or a Veterans Administration (VA) Rating Decision letter if the disability was documented after discharge.
3. Proof of Ownership: Appropriate legal documents setting forth the ownership of the business entity submitting the bid.

Application of the Preference: For the purpose of evaluating and determining the low responsive bid, 10% of the lowest responsive bid (the bid that would otherwise receive the contract award if the preference were not being considered) will be deducted from all QDV bids. If the low responsive QDV bid, less the 10% preference, is less than the lowest responsive bid, then the QDV bid will be declared the official low responsive bid. The original QDV bid amount will be the basis of the contract award.

Example:

Lowest Responsive Bid	\$100,000
Lowest Responsive QDV Bid	\$109,000
Preference (10% of Lowest Responsive Bid)	\$10,000
Lowest Responsive QDV Bid Less Preference	\$99,000 (\$109,000 - \$10,000)
Official Low Responsive Bid	\$109,000

Determining 51% or more Ownership: The business entity holding the contract must be 51% or more owned by one or more veterans (natural persons) with a service-connected disability. For example, a joint venture between two companies is owned by the companies and not a natural person, regardless of the ownership of either company.

Bonds, Insurance, and Certificate of Awardability: These items shall be issued in the name of the business entity bidding.

Loss of Preference: If during the term of the contract the contractor no longer qualifies for the preference, or if the contract is assigned to a business entity that does not qualify for the preference, they will be required to discount their contract price by the amount of the preference they received.