

architecture interiors & technology
engineering



Integrated Design Solutions



Project Manual

Troy School District
School Technology Systems
Desktops, Laptops and Peripherals
TSD Bid No. 9497

IDS Project No. 03234-1000 BP29
W&H Project No. 08-TSD-DLP-01

March 4, 2008
Bids

Project Manual

Troy School District School Technology Systems Desktops, Laptops and Peripherals TSD Bid No. 9497

For The

**Troy School District
4400 Livernois
Troy, Michigan 48098**

Integrated Design Solutions LLC

Architecture, Engineering, Interiors & Technology
888 W Big Beaver, Suite 200
Troy, Michigan 48084
248.823.2100
Fax 248.823.2200
www.ids-troy.com

Wright & Hunter, Inc.

Technology Advisors
2126 Kristin
Troy, Michigan 48084
248.594.5850
Fax 248.594.5851
www.wrighthunter.com

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SECTION 00100 - ADVERTISEMENT FOR BIDS

DATE: February 26, 2008

PROJECT: Troy School District
School Technology Systems
Desktops, Laptops and Peripherals
TSD Bid No. 9497
Troy, Michigan

OWNER: Troy School District
4400 Livernois
Troy, Michigan 48098

**ENGINEER/TECHNOLOGY
DESIGNER:** Integrated Design Solutions, LLC
Architecture, Engineering, Interiors & Technology
888 W. Big Beaver, Suite 200
Troy, MI 48084
(248) 823-2100
(248) 823-2200 fax

DESIGNER: Wright & Hunter, Inc.
Technology Advisors
2126 Kristin
Troy, MI 48084
(248) 594-5850
(248) 594-5851 fax

BIDS RECEIVED: Until 3:00 pm local time on March 20, 2008, the Owner will receive sealed Bids for the work as set forth in the Bidding Documents at:

Troy School District
Purchasing Department
1140 Rankin
Troy, Michigan 48083

ATTN: Frank Lams, Purchasing Supervisor

All Bids will be publicly opened and read aloud at 3:00 pm. A bid tabulation summary will be available.

The Bidding Documents will be on file on and after March 4, 2008, and may be examined at the following locations during regular business hours, Monday through Friday.

World Wide Web: Troy School District
http://www.troy.k12.mi.us/purchasing/items_out_for_bid.htm

The offices of: Integrated Design Solutions, LLC, 888 W. Big Beaver, Suite 200, Troy, Michigan 48084, (248) 823-2100.
Construction Association of Michigan, 43636 Woodward Ave., Bloomfield Hills, Michigan 48302, (248) 972-1000.
Plan Room, McGraw Hill Construction, 20475 Woodingham Dr., Detroit, Michigan, 48221, (313) 342-6449.

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The Engineer/Technology Designer will furnish one (1) set of documents to the bidders at no charge.

A pre-bid conference is scheduled for March 13, 2008, at 1:00 pm local time. All Bidders are responsible for attendance at the pre-bid conference. Bidders shall meet at the Troy School District Services Building, 4420 Livernois, Troy, Michigan, 48098.

Each Bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, money order or bid bond made payable to Troy School District in an amount not less than five percent (5%) of the base bid as a Bid guarantee.

The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond covering the faithful performance of the Contract and payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the contract amount. The cost of such bonds shall be included in the Bid.

The bid security of Bidders under consideration will be returned immediately after execution of the Contract by the Owner. The amount of the bid security shall be forfeited to the Owner if the successful Bidder fails to enter into a contract and furnish required bonds and insurance certificates within ten (10) days after award of Contract.

Withdrawal of any Bid is prohibited for a period of sixty (60) days after the actual date of the opening thereof.

Each Bidder agrees to waive any claim it has or may have with the Owner, the Engineer/Technology Designer and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

The Owner reserves the right to reject any or all Bids, either in whole or in part, to reject a Bid not accompanied by the required bid security or by other data required by the Bidding Documents or to reject a Bid which is any way incomplete or irregular and to waive informality and irregularity in the bids and in the bidding.

The Owner reserves the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base bid and the Alternates accepted to award a bid that is determined to be in the Owner's best interest.

END OF ADVERTISEMENT FOR BIDS

SECTION 00200 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bids, Instruction to Bidders, the Bid Form and other bidding and contract forms. The proposed Contract Documents consist of the form of an Agreement between Owner and Contractor, General and Supplementary Conditions of the Contract, Specifications, Drawings and Addenda issued prior to execution of the Contract.
- B. Addenda are written or graphic instruments issued by the Engineer/Technology Designer prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- C. A Bidder is a person or entity who submits a Bid.
- D. A Bid is a complete and properly signed proposal to do the work for the sums stipulated therein submitted in accordance with the Bidding Documents.
- E. The Base Bid is the amount stated in the Bid for which the Bidder offers to perform the work as described in the Bidding Documents as the base, to which work may be added to or deleted from, for the amounts stated in the Alternates.
- F. An Alternate is an amount stated in the Bid Form to be added to or deducted from the amount of the Base Bid if the described Alternate is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the Bidding Documents.

2. SECURING BIDDING DOCUMENTS

- A. Bidding is by public advertisement and invitation. Copies of the Bidding Documents may be obtained from Integrated Design Solutions, LLC, upon conditions set forth in the Advertisement for Bids.
- B. Only complete sets of Bidding Documents will be furnished. The Owner or Engineer/Technology Designer assumes no responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- C. All copies of the Bidding Documents received for bidding purposes shall be returned in usable condition within ten (10) days of receipt of bids.
- D. Bidding Documents remain the property of the Engineer/Technology Designer.

3. PREPARATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted on forms bound in the Project Manual of the Bidding Documents.
- B. All blanks on the Bid Form must be filled in by typewriter or by hand in ink.
- C. Amounts shall be expressed in both words and figures. In case of a discrepancy the amount stated in words shall govern.

- D. Alterations by erasure or interlineations must be initialed by the Bidder.
- E. All Alternates must be bid. If no change in the Base Bid is required, enter "No Change."
- F. Submit the Bid, along with the bid security and any other documents required to be submitted with the Bid, to the Owner, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for receipt of the Bids.
 - 1. Enclose each Bid in a sealed opaque envelope bearing the title of the work Desktops, Laptops and Peripherals, TSD Bid No. 9497, the name of the Bidder, and the date and hour of the Bid opening, with the notation "SEALED BID ENCLOSED."
 - 2. Do not change the wording of the Bid Form, and do not add words to, or delete words from the Bid Form.
 - 3. Unauthorized conditions, limitations, or provisions attached to the Bid will be cause for rejection of the Bid.
 - 4. Submit only duplicate signed copies of the Bid. Clearly distinguish the original bid from the duplicated copies of the bid.
 - 5. It is the sole responsibility of the Bidder to see that his bid is received on time.
 - 6. Telephonic, telegraphic, facsimile (fax), or e-mail Bids or telephonic, telegraphic, facsimile (fax) or e-mail modification of a Bid will not be considered.
 - 7. Bids received after the time fixed for receiving them will not be considered and will be returned to the Bidder unopened.
 - 8. Properly identified Bids received on time will be publicly opened and read aloud. A bid tabulation summary will be available.
 - 9. The "AFFIDAVIT OF BIDDER" found in the bid form must be completed.
- G. The Bidder in submitting a Bid represents that:
 - 1. The Bidder has read and understands the Bidding Documents, including the Drawings, Specifications and other proposed Contract Documents.
 - 2. The Bid is made in compliance with the Bidding Documents.
 - 3. The Bidder has visited the site of the Work and become informed as to existing conditions and limitations under which the Work is to be performed and included in their Bid a sum to cover the cost necessary to perform the Work as set forth in the Bidding Documents. No allowance will be made to a Bidder because of a lack of such examination or knowledge.
 - 4. The Bid is based upon materials, equipment and systems required by the Bidding Documents without exception and without substitutions.

4. FAMILIAL DISCLOSURE STATEMENT

- A. Each Bid shall be accompanied by the Familial Disclosure Statement in compliance with MCL.380.1267. The Bid proposal must be accompanied by a sworn and notarized statement disclosing Familial Relationship that exists between the Bidder or any employee of the Bidder and any member of the Board of Education of the School District, or the Superintendent of the School District. The School District will not consider a Bid Proposal that does not include this sworn and notarized Disclosure Statement.

5. BID SECURITY AND BONDS

- A. Each bid shall be accompanied by a certified check, cashier's check, money order or bid bond made payable to Troy School District in an amount not less than five percent (5%) of the Base Bid as a proposal guarantee. Bid Bond shall be provided by a company licensed to do business in the State of Michigan.

- B. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, covering the faithful performance of the Contract and payment of all obligations arising there under, each in the amount of one hundred percent (100%) of the contract amount. Bonds shall be provided by a company licensed to do business in the State of Michigan. The cost of such bonds shall be included in the Bid.
- C. The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this paragraph.
- D. Should the Bidder refuse to enter into a Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- E. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either the Contract has been executed and bonds have been furnished or the specified time has elapsed so that the Bid may be withdrawn or all Bids have been rejected.

6. MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. A Bidder may not modify, withdraw or cancel a Bid, for a period of sixty (60) days following the time and date designated for receipt of Bids, and by submitting a Bid each Bidder shall so agree.
- B. A Bidder may withdraw their Bid, either personally or by written request, at any time prior to the scheduled time for receipt of bids. A withdrawn Bid may be resubmitted up to the date and time designated for receipt of Bids.
- C. Prior to the time and date for receipt of Bids, a Bidder may modify a Bid by notice to the party receiving Bids, at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder. Written notice and the signature of the Bidder shall be received, and date and time stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be worded as not to reveal the amount of the original Bid.

7. CONSIDERATION OF BIDS

- A. The Owner reserves the right to reject any or all Bids submitted either in whole or part, to reject a bid not accompanied by the required Bid security or by other data required by the Bidding Documents or to reject a Bid which is any way incomplete or irregular and to waive informality and irregularity in the Bids and in the Bidding.
- B. The Owner reserves the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the alternates accepted and to make the awards that the Owner determines are in its best interest. The decision of the Owner is final and not subject to appeal.
- C. The Owner reserves the right to negotiate with any Bidder without rebidding the project in whole or in part.

8. EXECUTION OF AGREEMENT

- A. The successful Bidder will be required to execute an AIA Abbreviated Standard Form of Agreement between Owner and Contractor, AIA Document A107-1997 in conjunction with the Supplementary Conditions and additional conditions as defined within Specification Section 00800. The contract documents will be available for review and signatures within seven (7) days of contract award. The owner will issue an owner's Purchase Order for the owner's accounting purposes only.
- B. The Bidder to whom the Contract is awarded shall, within five (5) calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- C. At or prior to delivery of the signed Agreement, the Bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Owner.
- D. The Owner shall approve Bonds and Certificates of Insurance and any required state or local permits before the successful Bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance or required permits in a form satisfactory to the Owner shall subject the successful Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.
- E. After award of the Contract and prior to the first payment request, the Bidder to whom the Contract is awarded shall deliver to the Owner a schedule of values on a building by building basis.

9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. Bidders shall study and compare the Bidding Documents with each other, shall examine the site and local conditions by appointment with the Owner and if in doubt as to the true meaning of any part of the Bidding Documents, or finds discrepancies, inconsistencies, ambiguities or errors in or omissions from any part of the Bidding Documents, the Bidder may submit to the Engineer/Technology Designer a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. The bidding schedule is as follows:

Bids Available:	March 4, 2008
Pre-bid Conference:	March 13, 2008, 1:00 pm
Deadline for RFI Submissions:	March 14, 2008, 12:00 pm
Deadline for RFI Responses and Addenda:	March 17, 2008, 12:00 pm
Bids Due:	March 20, 2008, 3:00 pm
Bid Opening:	March 20, 2008, 3:01 pm
Post Bid Interviews:	April 7-9, 2008
Bid Award:	April 22, 2008 Board of Education Meeting

- B. Interpretation, correction or changes to the proposed Contract Documents will be made only by Addendum. Explanations, interpretations, corrections or changes of the Bidding Documents by any other method will not be binding.

10. ADDENDA/RESPONSES TO RFI'S

- A. Addenda and responses to RFI's will be posted on the TSD website and plan houses listed on the Advertisement for Bids.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file.
- C. Addenda will be issued no later than three (3) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which postpones the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form.
- E. Each Bidder shall be responsible for compliance with all issued Addenda.

11. UNIT PRICES

- A. Each bidder must bid on all unit prices listed in the bid proposal that are applicable to his/her bid category. They will be fully considered in awarding the contract.
- B. Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- C. Any unit price which, in the sole opinion of the Owner, is unbalanced or excessive, may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the Owner, rejection of individual unit prices materially affects the bid.
- D. Unit prices shall be firm through substantial completion as defined in the bid specifications.
- E. Unit prices shall be applicable to the additions to or deletions from the scope of work indicated in the specifications and may be utilized at any time prior to substantial completion.
- F. Unit prices for deletions from the scope of work may be utilized at any time prior to installation of said unit through substantial completion.

12. SUBSTITUTIONS

- A. No substitutions will be considered prior to receipt of Bids, unless a written request for approval has been received by the Engineer/Technology Designer at least ten (10) days prior to the date for receipt of Bids. Such request for substitutions shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, samples and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer/Technology Designer's decision of approval or disapproval of a proposed substitution shall be final.
- B. If the Engineer/Technology Designer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum.

- C. No substitutions will be considered after Contract award unless specifically provided for in the Contract Documents.

13. TAXES

- A. For the purposes of this bid, the Troy School District is tax exempt. Do not include Federal, State or local taxes in the Bid. The Owner's federal and state tax exempt number is B38.600.3099. Usage taxes shall be included in the base bid price.

14. PERMITS AND FEES

- A. All Bids shall include costs of all applicable permits and fees.

15. TIME OF COMPLETION

- A. The Bidder, if awarded the Contract, agrees to complete the Work on or before the Contract Completion Date stated in the Bid Form.

16. PREVAILING WAGE LAW

- A. Prevailing wage rates apply to this project.
- B. The wages and fringe benefits to be paid to each class of worker shall not be less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed, in accordance with Act 166 of the State of Michigan Public Acts of 1965 as amended.

17. EQUAL OPPORTUNITY

- A. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take steps to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

18. POST BID INFORMATION

- A. Bidders to whom Contract award is under consideration shall submit to the Engineer/Technology Designer, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.

END OF SECTION 00200



STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

DEPARTMENT OF LABOR & ECONOMIC GROWTH
LANSING

KEITH W. COOLEY
DIRECTOR

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

The Michigan Department of 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 attached prevailing rates provide 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 Prosecuting Attorney for criminal action under Section 7 and/or 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 may result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website, updated monthly. 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.

WAGE & HOUR DIVISION
P.O. BOX 30476 • LANSING, MICHIGAN 48909-7976
www.michigan.gov/wagehour • (517) 335-0400 • FAX (517) 335-0077



Michigan Department of Labor & Economic Growth *Wage & Hour Division*
OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE 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
First 8 Hours		4	8
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

The last character indicates if an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked.

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.

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, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slop 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, and Welding Machine.

Regular Crane Operators rate shall include: Mechanics, Crane Operators, Dragline Operators, Boom Truck Operators, Power Shovel Operators and Concrete Pumps with booms.

Revised: 09/07/06



JENNIFER M. GRANHOLM
GOVERNOR

KEITH W. COOLEY
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

State of Michigan
Department of Labor and Economic Growth

Wage and Hour Division
 6546 Mercantile Way, Suite 5
 PO Box 30476
 Lansing, MI 48909-7976
 Telephone: 517-335-0400
 Fax: 517-335-0077
 www.michigan.gov/wagehour

Official Request 235
Requestor: TROY SCHOOL DISTRICT

Project Description: Install & set up desktops, laptops & computer peripherals
Project Number: 12 ELEMENTARY SCHOOLS

Oakland County
Official 2008 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/15/2008
Contract must be awarded by 5/15/2008

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer	MLDC	\$32.65	\$43.39	\$54.13	H H H X X X X D Y
Asbestos & Lead Abatement, Hazardous Material Handler					
Asbestos and Lead Abatement, Hazardous Material Handler	AS207	\$32.65	\$44.75	\$56.85	H H H X X X X D Y
Boilermaker					
Boilermaker	BO169	\$51.27	\$76.00	\$100.74	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$38.12	\$56.28	\$74.44	
	2nd 6 months	\$39.17	\$57.86	\$76.54	
	3rd 6 months	\$40.23	\$59.45	\$78.66	
	4th 6 months	\$41.29	\$61.04	\$80.78	
	5th 6 months	\$42.33	\$62.60	\$82.86	
	6th 6 months	\$44.44	\$65.76	\$87.08	
	7th 6 months	\$46.54	\$68.91	\$91.28	
	8th 6 months	\$48.65	\$72.08	\$95.50	
Bricklayer					
Bricklayer, stone mason, pointer, cleaner, caulker	BR1	\$48.96	\$73.44	\$97.92	H H D H D D D D N
Apprentice Rates:					
	First 6 months	\$29.49	\$44.24	\$58.98	
	2nd 6 months	\$31.31	\$46.97	\$62.62	
	3rd 6 months	\$33.13	\$49.70	\$66.26	
	4th 6 months	\$34.95	\$52.43	\$69.90	
	5th 6 months	\$36.77	\$55.16	\$73.54	
	6th 6 months	\$38.59	\$57.89	\$77.18	
	7th 6 months	\$40.41	\$60.62	\$80.82	
	8th 6 months	\$42.23	\$63.35	\$84.46	

Official Request #: 235
 Requestor: TROY SCHOOL DISTRICT
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Classification	Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
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Carpenter

Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	\$42.24	\$59.86	\$77.47	H H H H D D D D N
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Apprentice Rates:

1st 6 months	\$21.10	\$28.15	\$35.19
2nd 6 months	\$24.62	\$33.42	\$42.23
3rd 6 months	\$26.38	\$36.07	\$45.75
4th 6 months	\$28.15	\$38.72	\$49.29
5th 6 months	\$29.91	\$41.36	\$52.81
6th 6 months	\$31.67	\$44.01	\$56.33
7th 6 months	\$33.42	\$46.63	\$59.83
8th 6 months	\$35.19	\$49.28	\$63.37

Carpenter	CA687Z1	\$46.58	\$66.30	\$86.02	H H D H D D D D Y
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Apprentice Rates:

1st Year	\$28.84	\$39.69	\$50.54
3rd 6 months	\$30.81	\$42.64	\$54.48
4th 6 months	\$32.78	\$45.60	\$58.42
5th 6 months	\$34.75	\$48.56	\$62.36
6th 6 months	\$36.73	\$51.53	\$66.32
7th 6 months	\$38.70	\$54.49	\$70.26
8th 6 months	\$40.66	\$57.43	\$74.18

Cement Mason

Cement Mason	CE514	\$43.95	\$61.87	\$79.78	H H D H H H H D N
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Apprentice Rates:

1st 6 months	\$25.64	\$34.60	\$43.56
2nd 6 months	\$27.45	\$37.31	\$47.18
3rd 6 months	\$31.02	\$42.68	\$54.32
4th 6 months	\$34.61	\$48.05	\$61.50
5th 6 months	\$36.40	\$50.74	\$65.08
6th 6 months	\$39.99	\$56.13	\$72.26

Drywall

Drywall Taper	PT-22-D	\$38.45	\$50.90	\$63.35	H H D H D D D D N
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Apprentice Rates:

First 3 months	\$26.00	\$32.23	\$38.45
Second 3 months	\$28.49	\$35.96	\$43.43
Second 6 months	\$30.98	\$39.69	\$48.41
Third 6 months	\$33.47	\$43.43	\$53.39
4th 6 months	\$34.71	\$45.29	\$55.87

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Classification		Straight	Time and	Double	Overtime Provision
Name	Description	Hourly	a Half	Time	
Electrician					
Road Way Electrical Work	EC-17	\$45.37	\$65.63	\$85.90	H H H H H H D Y
Double time due after 16 hours on any calendar day and all hours Sunday.					
Apprentice Rates:					
	1st 6 months	\$29.17	\$41.34	\$53.50	
	2nd 6 months	\$31.19	\$44.36	\$57.54	
	3rd 6 months	\$33.21	\$47.40	\$61.58	
	4th 6 months	\$35.23	\$50.43	\$65.62	
	5th 6 months	\$37.25	\$53.46	\$69.66	
	6th 6 months	\$41.32	\$59.57	\$77.80	
<u>Subdivision of county</u>	Holly not included				
Inside Wireman	EC-58-IW	\$53.62	\$71.49	\$89.36	H H H H H H D N
Apprentice Rates:					
	0-1000 hours	\$32.18	\$39.33	\$46.48	
	1000-2000 hours	\$33.97	\$42.02	\$50.06	
	2000-3500 hours	\$35.75	\$44.68	\$53.62	
	3500-5000 hours	\$37.54	\$47.38	\$57.20	
	5000-6500 hours	\$41.12	\$52.74	\$64.36	
	6500-8000 hours	\$44.68	\$58.08	\$71.48	
Sound and Communication Installer/Technician	EC-58-SC	\$32.54	\$44.20	\$55.86	H H H H H H D N
Apprentice Rates:					
	Period 1	\$20.88	\$26.71	\$32.54	
	Period 2	\$22.04	\$28.46	\$34.86	
	Period 3	\$23.21	\$30.21	\$37.20	
	Period 4	\$24.38	\$31.96	\$39.54	
	Period 5	\$25.55	\$33.72	\$41.88	
	Period 6	\$26.71	\$35.46	\$44.20	
Elevator Constructor					
Elevator Constructor	EL 36	\$56.46		\$94.99	D D D D D D D Y
Elevator Constructor					
Apprentice Rates:					
	1st Year Apprentice	\$37.74		\$58.93	
	2nd Year Apprentice	\$41.90		\$66.94	
	3rd Year Apprentice	\$43.98		\$70.95	
	4th Year Apprentice	\$48.14		\$78.96	

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Classification Name Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Glazier				
Glazier	GL-357	\$42.60	\$56.83	H H H H H H H H Y
Apprentice Rates:				
1st 6 months		\$28.37	\$35.48	
2nd 6 months		\$29.80	\$37.63	
3rd 6 months		\$32.64	\$41.89	
4th 6 months		\$34.07	\$44.03	
5th 6 months		\$35.49	\$46.16	
6th 6 months		\$36.91	\$48.29	
7th 6 months		\$38.33	\$50.42	
8th 6 months		\$41.18	\$54.69	
Heat and Frost Insulator				
Spray Insulation	AS25S	\$20.14	\$29.14	H H H H H H H H N
Heat and Frost Insulator and Asbestos Worker				
Heat and Frost Insulators and Asbestos Workers	AS25	\$48.20	\$62.86	\$77.52 H H H H H H H D Y
Apprentice Rates:				
1st Year		\$29.59	\$37.66	\$45.72
2nd Year		\$37.60	\$47.13	\$56.66
3rd Year		\$39.40	\$49.66	\$59.92
4th Year		\$42.34	\$54.07	\$65.80
Ironworker				
Fence Erecting	IR-25-F	\$41.03	\$61.26	\$81.49 H H D H H H D D Y
Glazing	IR-25-GZ1	\$48.48	\$72.64	\$96.65 H H D H H H D D Y
Mesh Iron Work	IR-25-MR	\$42.25	\$60.43	\$78.60 H H D H D D D D N
Pre-engineered Metal Work	IR-25-PE-Z1-Z2	\$40.94	\$51.62	\$62.29 H H H X X X X D Y
Apprentice Rates:				
1st level		\$23.36	\$28.54	\$33.72
2nd level		\$24.63	\$30.32	\$36.02
3rd level		\$25.92	\$32.13	\$38.35
4th level		\$27.19	\$33.92	\$40.65
5th level		\$28.47	\$35.72	\$42.97
6th level		\$29.75	\$37.52	\$45.28
Reinforced Iron Work	IR-25-RF	\$48.78	\$72.95	\$97.11 H H D H D D D D N
Rigging Work	IR-25-RIG	\$53.98	\$80.75	\$107.52 H H H H H H H D N

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Decking	IR-25-SD	\$46.40	\$69.32	\$92.23	H H D H H H D D Y
Structural, ornamental, conveyor, welder and pre-cast Apprentice rates apply to structural, conveyor, fence, glazing, reinforced, rigging, & siding decking	IR-25-STR	\$54.11	\$80.88	\$107.65	H H D H H H D D Y
Apprentice Rates:					
	Level 1	\$27.34	\$40.73	\$54.11	
	Level 2	\$30.02	\$44.74	\$59.47	
	Level 3	\$32.70	\$48.77	\$64.83	
	Level 4	\$35.37	\$52.77	\$70.17	
	Level 5	\$38.05	\$56.80	\$75.53	
	Level 6	\$40.73	\$60.81	\$80.89	
	Level 7	\$43.39	\$64.80	\$86.21	
	Level 8	\$46.08	\$68.83	\$91.59	
Industrial Door erection & construction	IR-25-STR-D	\$34.69	\$46.09	\$57.48	H H D H H H D D Y
Laborer					
Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer, Demolition Laborer	L1076-A-A	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.98	\$44.89	\$57.79	
	1,001-2,000 work hours	\$33.11	\$46.58	\$60.05	
	2,001-3,000 work hours	\$34.24	\$48.28	\$62.31	
	3,001-4,000 work hours	\$36.49	\$51.66	\$66.81	
Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker	L1076-A-B	\$37.88	\$53.74	\$69.59	H H D H D D D D Y
Lansing Burner, Blaster & Powder Man	L1076-A-C	\$38.37	\$54.47	\$70.57	H H D H D D D D Y
Furnance battery heater tender, burning bar & oxy- acetylene gun, expediter man, top man and/or bottom man (blast furnace work)	L1076-A-D	\$38.12	\$54.10	\$70.07	H H D H D D D D Y
Cleaner/ sweeper laborer, furniture laborer	L1076-A-E	\$32.17	\$45.17	\$58.17	H H D H D D D D Y
Demolition Laborer	L1076-D	\$37.62	\$53.35	\$69.07	H H D H D D D D Y

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Classification Name Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plasterer Tender, Plastering Machine Operator LPT-1	\$39.00	\$55.42	\$71.83	H H D H D D D D N
Apprentice Rates:				
0 - 1,000 hours	\$31.99	\$44.90	\$57.81	
1,001 - 2,000 hours	\$33.11	\$46.58	\$60.05	
2,001 - 3,000 hours	\$34.24	\$48.28	\$62.31	
3,001 - 4,000 hours	\$36.49	\$51.66	\$66.81	
Laborer - Hazardous				
Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when used of personal protective equipment level "D" is required. LHAZ-Z2-A	\$37.62	\$53.35	\$69.07	H H H H H H H D Y
Apprentice Rates:				
0-1,000 work hours	\$31.98	\$44.89	\$57.79	
1,001-2,000 work hours	\$33.11	\$46.58	\$60.05	
2,001-3,000 work hours	\$34.24	\$48.28	\$62.31	
3,001-4,000 work hours	\$36.49	\$51.66	\$66.81	
Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required. LHAZ-Z2-B	\$38.62	\$54.85	\$71.07	H H H H H H H D Y
Apprentice Rates:				
0-1,000 work hours	\$32.74	\$46.03	\$59.31	
1,001-2,000 work hours	\$33.91	\$47.78	\$61.65	
2,001-3,000 work hours	\$35.09	\$49.56	\$64.01	
3,001-4,000 work hours	\$37.44	\$53.08	\$68.71	
Laborer Underground - Tunnel, Shaft & Caisson				
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman. LAUCT-Z1-1	\$33.54	\$44.30	\$55.05	H H H H H H H D Y
Apprentice Rates:				
0-1,000 work hours	\$28.70	\$37.04	\$45.37	
1,001-2,000 work hours	\$29.67	\$38.49	\$47.31	
2,001-3,000 work hours	\$30.64	\$39.95	\$49.25	
3,001-4,000 work hours	\$32.57	\$42.85	\$53.11	

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder.	LAUCT-Z1-2	\$33.65	\$44.46	\$55.27	H H H H H H D Y
Apprentice Rates:					
		0-1,000 work hours	\$28.79	\$37.17	\$45.55
		1,001-2,000 work hours	\$29.76	\$38.74	\$47.71
		2,001-3,000 work hours	\$30.73	\$40.09	\$49.43
		3,001-4,000 work hours	\$32.68	\$43.01	\$53.33
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z1-3	\$33.71	\$44.55	\$55.39	H H H H H H D Y
Apprentice Rates:					
		0-1,000 work hours	\$28.83	\$37.23	\$45.63
		1,001-2,000 work hours	\$29.81	\$38.71	\$47.59
		2,001-3,000 work hours	\$30.78	\$40.16	\$49.53
		3,001-4,000 work hours	\$32.73	\$43.09	\$53.43
Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z1-4	\$33.89	\$44.82	\$55.75	H H H H H H D Y
Apprentice Rates:					
		0-1,000 work hours	\$28.97	\$37.45	\$45.91
		1,001-2,000 work hours	\$29.95	\$38.91	\$47.87
		2,001-3,000 work hours	\$30.94	\$40.40	\$49.85
		3,001-4,000 work hours	\$32.91	\$43.35	\$53.79
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z1-5	\$34.14	\$45.20	\$56.25	H H H H H H D Y
Apprentice Rates:					
		0-1,000 work hours	\$29.16	\$37.73	\$46.29
		1,001-2,000 work hours	\$30.15	\$39.21	\$48.27
		2,001-3,000 work hours	\$31.15	\$40.71	\$50.27
		3,001-4,000 work hours	\$33.14	\$43.70	\$54.25

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Name	Description		Hourly	a Half	Time		
=====							
Class VI - Dynamite man and powder man.	LAUCT-Z1-6		\$34.47	\$45.69	\$56.91	H H H H H H H D Y	
	Apprentice Rates:						
		0-1,000 work hours	\$29.40	\$38.09	\$46.77		
		1,001-2,000 work hours	\$30.42	\$39.62	\$48.81		
		2,001-3,000 work hours	\$31.43	\$41.13	\$50.83		
		3,001-4,000 work hours	\$33.46	\$44.18	\$54.89		
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z1-7		\$27.75	\$35.61	\$43.47	H H H H H H H D Y	
	Apprentice Rates:						
		0-1,000 work hours	\$24.36	\$30.53	\$36.69		
		1,001-2,000 work hours	\$25.04	\$31.55	\$38.05		
		2,001-3,000 work hours	\$25.72	\$32.57	\$39.41		
		3,001-4,000 work hours	\$27.07	\$34.59	\$42.11		
Landscape Laborer							
Landscape Specialist includes air, gas, and diesel equipment operator, lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape	LLAN-Z1-A		\$24.38	\$33.81	\$43.24	X X H X X X H D Y	
All work pertaining to landscaping where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs which may include small power tool operator, lawn sprinkler installer helper, material mover, & truck driver.	LLAN-Z1-B		\$20.16	\$27.48	\$34.80	X X H X X X H D Y	
Marble Finisher							
Marble Finisher	TT32-MF		\$39.57	\$49.90	\$60.23	H H D H D D D D N	
	Apprentice Rates:						
		Level 1	\$19.30	\$24.91	\$30.52		
		Level 2	\$20.40	\$26.56	\$32.72		
		Level 3	\$24.67	\$31.27	\$37.87		
		Level 4	\$26.01	\$33.28	\$40.55		
		Level 5	\$27.38	\$34.86	\$42.34		
		Level 6	\$28.85	\$36.70	\$44.56		
		Level 7	\$30.39	\$38.30	\$46.21		
		Level 8	\$31.75	\$39.92	\$48.09		

Official Request #: 235
 Requestor: TROY SCHOOL DISTRICT
 Project Description: Install & set up desktops, laptops & computer peripherals
 Project Number: 12 ELEMENTARY SCHOOLS
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Classification						
Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Marble Mason						
Marble Mason	TT32-MM		\$45.76	\$59.19	\$72.61	H H D H D D D D N
	Apprentice Rates:					
	Level 1		\$24.86	\$31.89	\$38.93	
	Level 2		\$27.65	\$35.43	\$43.21	
	Level 3		\$30.50	\$38.57	\$46.64	
	Level 4		\$33.00	\$41.96	\$50.92	
	Level 5		\$35.10	\$44.33	\$53.56	
	Level 6		\$38.52	\$49.39	\$60.27	
	Level 7		\$39.37	\$50.53	\$61.69	
	Level 8		\$40.22	\$51.81	\$63.39	
Operating Engineer						
Crane with boom & jib or leads 120' or longer	EN-324-A120		\$49.26	\$65.97	\$82.68	H H D H D D D D Y
Crane with boom & jib or leads 140' or longer	EN-324-A140		\$50.08	\$67.20	\$84.32	H H D H D D D D Y
Crane with boom & jib or leads 220' or longer	EN-324-A220		\$50.38	\$67.65	\$84.92	H H D H D D D D Y
Crane with boom & jib or leads 300' or longer	EN-324-A300		\$51.88	\$69.90	\$87.92	H H D H D D D D Y
Crane with boom & jib or leads 400' or longer	EN-324-A400		\$53.38	\$72.15	\$90.92	H H D H D D D D Y
Compressor or welding machine	EN-324-CW		\$38.41	\$49.70	\$60.98	H H D H D D D D Y
Forklift, lull, extend-a-boom forklift	EN-324-FL		\$45.72	\$60.66	\$75.60	H H D H D D D D Y
Fireman or oiler	EN-324-FO		\$37.38	\$48.15	\$58.92	H H D H D D D D Y
Regular crane, job mechanic, concrete pump	EN-324-RC		\$48.40	\$64.68	\$80.96	H H D H D D D D Y
Regular engineer, hydro-excavator, remote controlled concrete breaker	EN-324-RE		\$47.43	\$63.23	\$79.02	H H D H D D D D Y
	Apprentice Rates:					
	Period 1		\$37.85	\$48.90	\$59.96	
	Period 2		\$39.43	\$51.28	\$63.12	
	Period 3		\$41.02	\$53.66	\$66.30	
	Period 4		\$42.59	\$56.01	\$69.44	
	Period 5		\$44.17	\$58.39	\$72.60	
	Period 6		\$45.76	\$60.77	\$75.78	

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<u>Classification</u>	Straight	Time and	Double		
Name Description	Hourly	a Half	Time	Overtime	Provision
Operating Engineer - Marine Construction					
Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	\$51.76	\$67.91	\$84.06	X X H H H H H D Y
Holidays paid at \$100.21 per hour					
<u>Subdivision of county</u> all Great Lakes, islands therein, & connecting & tributary waters					
Crane/Backhoe Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$50.26	\$65.66	\$81.06	X X H H H H H D Y
Holidays paid \$96.46 per hour					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					
Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more), Tug/Launch Operator, Loader, Dozer and like equipment on Barge, Breakwater Wall, Slip/Doc or Scow, Deck Machinery	GLF-3	\$46.91	\$60.64	\$74.36	X X H H H H H D Y
Holidays paid at \$88.08 per hour					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Deck Hand, Deck Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 lbs or less, Assistant Tug Operator	GLF-4	\$42.26	\$53.66	\$65.06	X X H H H H H D Y
Holidays paid at \$76.46 per hour					
<u>Subdivision of county</u> All Great Lakes, islands therein, & connecting & tributary waters					
Operating Engineer Hazardous Waste Class I					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCI-Z1A	\$46.22	\$61.89	\$77.55	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$36.62	\$47.58	\$58.55	
	2nd 6 months	\$38.18	\$49.92	\$61.67	
	3rd 6 months	\$39.75	\$52.28	\$64.81	
	4th 6 months	\$41.31	\$54.62	\$67.93	
	5th 6 months	\$42.89	\$56.99	\$71.09	
	6th 6 months	\$44.45	\$59.33	\$74.21	

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Classification Name Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. EN-324-HWCI-Z1B	\$45.27	\$60.46	\$75.65	H H H H H H D Y
Apprentice Rates:				
1st 6 months	\$35.95	\$46.59	\$57.21	
2nd 6 months	\$37.48	\$48.88	\$60.27	
3rd 6 months	\$39.00	\$51.16	\$63.31	
4th 6 months	\$40.52	\$53.44	\$66.35	
5th 6 months	\$42.04	\$55.72	\$69.39	
6th 6 months	\$43.56	\$58.00	\$72.43	
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. EN-324-HWCI-Z1D	\$43.97	\$58.51	\$73.05	H H H H H H D Y
Apprentice Rates:				
1st 6 months	\$35.05	\$45.23	\$55.41	
2nd 6 months	\$36.51	\$47.43	\$58.33	
3rd 6 months	\$37.95	\$49.58	\$61.21	
4th 6 months	\$39.42	\$51.79	\$64.15	
5th 6 months	\$40.86	\$53.95	\$67.03	
6th 6 months	\$42.32	\$56.13	\$69.95	
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. EN-324-HWCI-Z1DCL	\$43.72	\$58.14	\$72.55	H H H H H H D Y
Apprentice Rates:				
1st 6 months	\$34.87	\$44.96	\$55.05	
2nd 6 months	\$36.31	\$47.12	\$57.93	
3rd 6 months	\$37.76	\$49.30	\$60.83	
4th 6 months	\$39.20	\$51.45	\$63.71	
5th 6 months	\$40.63	\$53.60	\$66.57	
6th 6 months	\$42.08	\$55.78	\$69.47	
Operating Engineer Hazardous Waste Class II				
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. EN-324-HWCII-Z1A	\$41.99	\$55.54	\$69.09	H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. EN-324-HWCII-Z1B	\$41.04	\$54.12	\$67.19	H H H H H H D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCII-Z1D	\$39.74	\$52.17	\$64.59	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWCII-Z1DCL	\$39.49	\$51.79	\$64.09	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 140' or longer					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HW140-Z1A	\$48.87	\$65.86	\$82.85	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HW140-Z1B	\$47.92	\$64.44	\$80.95	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW140-Z1D	\$46.62	\$62.49	\$78.35	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW140-Z1DCL	\$46.37	\$62.11	\$77.85	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 220' or longer					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HW220-Z1A	\$49.17	\$66.31	\$83.45	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HW220-Z1B	\$48.22	\$64.89	\$81.55	H H H H H H H D Y
Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW220-Z1D	\$46.92	\$62.94	\$78.95	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HW220-Z1DCL	\$46.67	\$62.56	\$78.45	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, and Concrete Pump with Boom Operator					
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z1D	\$44.94	\$59.97	\$74.99	H H H H H H H D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with boom					
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats.	EN-324-HWRC-Z1DCL	\$44.07	\$58.66	\$73.25	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with booms					
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWRC-Z1B	\$46.24	\$61.92	\$77.59	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operators and Concrete Pump with booms					
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWRC-Z1A	\$47.19	\$63.34	\$79.49	H H H H H H H D Y
Operating Engineer Steel Work					
Crane w/ 120' boom or longer	EN-324-SW120	\$51.51	\$69.80	\$88.08	H H D H H H D D Y
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$52.51	\$71.30	\$90.08	H H D H H H D D Y
Crane w/ 140' boom or longer	EN-324-SW140	\$52.69	\$71.57	\$90.44	H H D H H H D D Y
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$53.69	\$73.07	\$92.44	H H D H H H D D Y
Boom & Jib 220' or longer	EN-324-SW220	\$52.96	\$71.97	\$90.98	H H D H H H D D Y
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$53.96	\$73.47	\$92.98	H H D H H H D D Y
Boom & Jib 300' or longer	EN-324-SW300	\$54.46	\$74.22	\$93.98	H H D H H H D D Y
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$55.46	\$75.72	\$95.98	H H D H H H D D Y
Boom & Jib 400' or longer	EN-324-SW400	\$55.96	\$76.47	\$96.98	H H D H H H D D Y
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$56.96	\$77.97	\$98.98	H H D H H H D D Y

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Crane Operator & Job Mechanic	EN-324-SWCO	\$51.15	\$69.26	\$87.36	H H D H H H D D Y
	Apprentice Rates:				
	0-999 hours	\$40.04	\$52.72	\$65.39	
	1,000-1,999 hours	\$41.85	\$55.43	\$69.01	
	2,000-2,999 hours	\$43.66	\$58.14	\$72.63	
	3,000-3,999 hours	\$45.48	\$60.88	\$76.27	
	4,000-4,999 hours	\$47.28	\$63.58	\$79.87	
	5,000 hours	\$49.10	\$66.31	\$83.51	
Crane w/ Oiler	EN-324-SWCO-O	\$52.15	\$70.76	\$89.36	H H D H H H D D Y
Compressor or Welder Operator	EN-324-SWCW	\$43.70	\$58.08	\$72.46	H H D H H H D D Y
Hoisting Operator	EN-324-SWHO	\$50.51	\$68.30	\$86.08	H H D H H H D D Y
Oiler	EN-324-SWO	\$42.29	\$55.97	\$69.64	H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level	EN-324-SWTD50	\$52.24	\$70.89	\$89.54	H H D H H H D D Y
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first level	EN-324-SWTD50-O	\$53.24	\$72.39	\$91.54	H H D H H H D D Y
Operating Engineer Underground					
Class I Equipment	EN-324A1-UC1	\$44.84	\$59.33	\$73.82	H H H H H H H D Y
	Apprentice Rates:				
	0-999 hours	\$36.05	\$46.20	\$56.34	
	1,000-1,999 hours	\$37.50	\$48.37	\$59.24	
	2,000-2,999 hours	\$38.94	\$50.53	\$62.12	
	3,000-3,999 hours	\$40.39	\$52.71	\$65.02	
	4,000-4,999 hours	\$41.84	\$54.88	\$67.92	
	5,000-5,999 hours	\$43.29	\$57.06	\$70.82	
Class II Equipment	EN-324A1-UC2	\$40.11	\$52.24	\$64.36	H H H H H H H D Y
Class III Equipment	EN-324A1-UC3	\$39.38	\$51.14	\$62.90	H H H H H H H D Y
Class IV Equipment	EN-324A1-UC4	\$38.81	\$50.29	\$61.76	H H H H H H H D Y
Master Mechanic	EN-324A1-UMM	\$45.09	\$59.71	\$74.32	H H H H H H H D Y

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Classification		Straight	Time and	Double	Overtime	Provision
Name	Description	Hourly	a Half	Time		
Painter						
Painter	(8 hours of repaint work performed on Sunday shall be paid time & one half rate) PT-22-P	\$38.01	\$50.24	\$62.47	H H D H D D D D N	
	Apprentice Rates:					
	First 6 months	\$25.78	\$31.89	\$38.01		
	Second 6 months	\$29.45	\$37.40	\$45.35		
	Third 6 months	\$30.67	\$39.23	\$47.79		
	Fourth 6 months	\$31.89	\$41.06	\$50.23		
	Fifth 6 months	\$33.12	\$42.91	\$52.69		
	Final 6 months	\$34.34	\$44.73	\$55.13		
Sandblasting & spraywork performed, overpases, tanks or steel, OR spraywork & sandblasting done with a scaffold height of 40' above the floor level	PT-22-S	\$38.81	\$51.44	\$64.07	H H D H D D D D N	
Pipefitter						
Pipefitter	PF-636	\$55.06	\$74.14	\$89.96	H H D H D D D D N	
	Apprentice Rates:					
	1st & 2nd periods	\$26.28	\$34.63	\$41.63		
	3rd period	\$28.28	\$37.63	\$45.63		
	4th period	\$29.53	\$39.51	\$48.13		
	5th period	\$30.78	\$41.38	\$50.63		
	6th period	\$32.03	\$43.25	\$53.13		
	7th period	\$33.28	\$45.13	\$55.63		
	8th period	\$34.28	\$46.63	\$57.63		
	9th period	\$35.28	\$48.13	\$59.63		
	10th period	\$36.71	\$50.27	\$62.49		
Plasterer						
Plasterer	BR1P	\$42.89	\$64.34	\$85.78	H H H H H H H D N	
	Apprentice Rates:					
	1st 6 months	\$21.97	\$32.96	\$43.94		
	2nd 6 months	\$25.46	\$38.19	\$50.92		
	3rd 6 months	\$28.95	\$43.42	\$57.90		
	4th 6 months	\$32.43	\$48.65	\$64.86		
	5th 6 months	\$35.92	\$53.88	\$71.84		
	6th 6 months	\$39.40	\$59.10	\$78.80		

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Classification			Straight	Time and	Double	Overtime Provision	
Name	Description		Hourly	a Half	Time		
Plasterer		PL67	\$42.87	\$58.16	\$73.45	H H H X	D D D D N
		Apprentice Rates:					
		1st 6 months	\$24.52	\$30.63	\$36.75		
		2nd 6 months	\$27.58	\$35.23	\$42.87		
		3rd 6 months	\$30.64	\$39.81	\$48.99		
		4th 6 months	\$33.70	\$44.41	\$55.11		
		5th 6 months	\$36.75	\$48.98	\$61.21		
		6th 6 months	\$39.81	\$53.57	\$67.33		
Plumber							
Plumber		PL-98	\$53.68	\$71.45	\$87.21	H H D H	D D D D Y
		Apprentice Rates:					
		Period 1	\$17.11	\$23.41	\$29.71		
		Period 2	\$17.11	\$23.41	\$29.71		
		Period 3	\$26.78	\$35.13	\$43.47		
		Period 4	\$27.41	\$36.07	\$44.73		
		Period 5	\$28.57	\$37.81	\$47.05		
		Period 6	\$29.72	\$39.53	\$49.35		
		Period 7	\$30.87	\$41.26	\$51.65		
		Period 8	\$32.04	\$43.01	\$53.99		
		Period 9	\$33.19	\$44.74	\$56.29		
		Period 10	\$34.35	\$46.48	\$58.61		
Roofer							
Commercial Roofer		RO-149-WOM	\$46.81	\$60.92	\$75.02	H H D H	H H D D N
		Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.					
		Apprentice Rates:					
		Apprentice 1	\$30.97	\$39.16	\$47.34		
		Apprentice 2	\$35.15	\$43.42	\$51.70		
		Apprentice 3	\$36.57	\$45.56	\$54.54		
		Apprentice 4	\$37.60	\$47.10	\$56.60		
		Apprentice 5	\$38.82	\$48.93	\$59.04		
		Apprentice 6	\$40.22	\$51.03	\$61.84		
Sheet Metal Worker							
Sheet Metal Worker		SHM-80	\$55.37	\$73.66	\$91.95	H H D H	D D D D Y
		Apprentice Rates:					
		First Year	\$36.96	\$46.34	\$55.71		
		Second Year	\$38.37	\$48.45	\$58.53		
		Third Year	\$39.80	\$50.60	\$61.39		
		Fourth Year	\$42.65	\$54.87	\$67.09		
		Fifth Year	\$45.52	\$59.18	\$72.83		

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Siding & Decking	SHM-80-SD	\$37.10	\$49.16	\$61.22	H H H H H H H D Y
Sprinkler Fitter					
Sprinkler Fitter	SP 704	\$55.92	\$75.26	\$94.60	H H D H D D D D Y
	Apprentice Rates:				
	1st Period	\$22.82	\$30.55	\$38.29	
	2nd Period	\$34.65	\$43.36	\$52.06	
	3rd Period	\$36.58	\$46.25	\$55.92	
	4th Period	\$38.51	\$49.14	\$59.78	
	5th Period	\$40.45	\$52.06	\$63.66	
	6th Period	\$42.38	\$54.95	\$67.52	
	7th Period	\$44.32	\$57.86	\$71.40	
	8th Period	\$46.25	\$60.76	\$75.26	
	9th Period	\$48.18	\$63.65	\$79.12	
	10th Period	\$50.12	\$66.56	\$83.00	
Terrazzo					
Terrazzo Finisher	TT32-TRF	\$39.97	\$50.50	\$61.03	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$20.29	\$26.40	\$32.50	
	Level 2	\$21.00	\$27.46	\$33.92	
	Level 3	\$24.60	\$31.17	\$37.73	
	Level 4	\$25.94	\$33.17	\$40.41	
	Level 5	\$27.31	\$34.76	\$42.20	
	Level 6	\$28.78	\$36.40	\$44.02	
	Level 7	\$30.32	\$38.32	\$46.32	
	Level 8	\$31.68	\$39.94	\$48.20	
Terrazzo Worker	TT32-TRW	\$45.29	\$58.48	\$71.67	H H D H D D D D N
	Apprentice Rates:				
	Level 1	\$24.76	\$31.75	\$38.73	
	Level 2	\$27.55	\$35.28	\$43.01	
	Level 3	\$30.40	\$38.42	\$46.44	
	Level 4	\$32.90	\$41.81	\$50.72	
	Level 5	\$35.00	\$44.31	\$53.61	
	Level 6	\$38.34	\$49.13	\$59.91	
	Level 7	\$39.44	\$50.63	\$61.83	
	Level 8	\$40.29	\$51.91	\$63.53	

Official Request #: 235
 Requestor: TROY SCHOOL DISTRICT
 Project Description: Install & set up desktops, laptops & computer peripherals
 Project Number: 12 ELEMENTARY SCHOOLS
 County: Oakland

Official Rate Schedule

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

Official 2008 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/15/2008

Contract must be awarded by 5/15/2008

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Classification			Straight	Time and	Double	Overtime Provision
Name	Description		Hourly	a Half	Time	
Tile						
Tile Finisher	TT32-TF		\$39.59	\$49.93	\$60.27	H H D H D D D D N
	Apprentice Rates:					
	Level 1		\$19.20	\$24.76	\$30.32	
	Level 2		\$20.30	\$26.41	\$32.52	
	Level 3		\$24.57	\$31.12	\$37.67	
	Level 4		\$25.91	\$33.13	\$40.35	
	Level 5		\$27.28	\$34.71	\$42.14	
	Level 6		\$28.75	\$36.56	\$44.36	
	Level 7		\$30.29	\$38.15	\$46.01	
	Level 8		\$31.65	\$39.77	\$47.89	
Tile Layer	TT32-TL		\$45.19	\$58.33	\$71.47	H H D H D D D D N
	Apprentice Rates:					
	Level 1		\$24.76	\$31.75	\$38.73	
	Level 2		\$27.55	\$35.28	\$43.01	
	Level 3		\$30.40	\$38.42	\$46.44	
	Level 4		\$32.90	\$41.81	\$50.72	
	Level 5		\$34.95	\$44.10	\$53.26	
	Level 6		\$38.29	\$49.05	\$59.81	
	Level 7		\$38.89	\$49.81	\$60.73	
	Level 8		\$39.74	\$51.09	\$62.43	
Truck Driver						
on all trucks of 8 cubic yard capacity or less	TM-RB1		\$34.76	\$36.44		H H H H H H H H Y
of all trucks of 8 cubic yard capacity or over	TM-RB1A		\$34.86	\$36.59		H H H H H H H H Y
on euclid type equipment	TM-RB1B		\$35.01	\$36.81		H H H H H H H H Y
Underground Laborer Open Cut, Class I						
Construction Laborer	LAUC-Z1-1		\$33.39	\$44.07	\$54.75	H H H H H H H D Y
	Apprentice Rates:					
	0-1,000 work hours		\$28.59	\$36.87	\$45.15	
	1,001-2,000 work hours		\$29.55	\$38.31	\$47.07	
	2,001-3,000 work hours		\$30.51	\$39.75	\$48.99	
	3,001-4,000 work hours		\$32.43	\$42.63	\$52.83	

Official Request #: 235
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Classification		Straight	Time and	Double	Overtime Provision
Name	Description	Hourly	a Half	Time	
Underground Laborer Open Cut, Class II					
	Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	\$33.50	\$44.24	\$54.97	H H H H H H H D Y
	LAUC-Z1-2				
	Apprentice Rates:				
	0-1,000 work hours	\$28.68	\$37.01	\$45.33	
	1,001-2,000 work hours	\$29.64	\$38.45	\$47.25	
	2,001-3,000 work hours	\$30.60	\$39.89	\$49.17	
	3,001-4,000 work hours	\$32.54	\$42.80	\$53.05	
Underground Laborer Open Cut, Class III					
	Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	\$33.55	\$44.31	\$55.07	H H H H H H H D Y
	LAUC-Z1-3				
	Apprentice Rates:				
	0-1,000 work hours	\$28.71	\$37.05	\$45.39	
	1,001-2,000 work hours	\$29.68	\$38.51	\$47.33	
	2,001-3,000 work hours	\$30.65	\$39.97	\$49.27	
	3,001-4,000 work hours	\$32.58	\$42.86	\$53.13	
Underground Laborer Open Cut, Class IV					
	Trench or excavating grade man.	\$33.63	\$44.43	\$55.23	H H H H H H H D Y
	LAUC-Z1-4				
	Apprentice Rates:				
	0-1,000 work hours	\$28.77	\$37.15	\$45.51	
	1,001-2,000 work hours	\$29.74	\$38.60	\$47.45	
	2,001-3,000 work hours	\$30.72	\$40.07	\$49.41	
	3,001-4,000 work hours	\$32.66	\$42.98	\$53.29	
Underground Laborer Open Cut, Class V					
	Pipe Layer	\$33.69	\$44.52	\$55.35	H H H H H H H D Y
	LAUC-Z1-5				
	Apprentice Rates:				
	0-1,000 work hours	\$28.82	\$37.22	\$45.61	
	1,001-2,000 work hours	\$29.79	\$38.67	\$47.55	
	2,001-3,000 work hours	\$30.77	\$40.15	\$49.51	
	3,001-4,000 work hours	\$32.72	\$43.07	\$53.41	

Official Request #: 235
 Requestor: TROY SCHOOL DISTRICT
 Project Description: Install & set up desktops, laptops & computer peripherals
 Project Number: 12 ELEMENTARY SCHOOLS
 County: Oakland

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Issue Date: 2/15/2008

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Underground Laborer Open Cut, Class VI					
Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.	LAUC-Z1-6	\$31.14	\$40.70	\$50.25	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$26.90	\$34.34	\$41.77	
	1,001-2,000 work hours	\$27.75	\$35.61	\$43.47	
	2,001-3,000 work hours	\$28.60	\$36.89	\$45.17	
	3,001-4,000 work hours	\$30.29	\$39.43	\$48.55	
Underground Laborer Open Cut, Class VII					
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z1-7	\$27.76	\$35.63	\$43.49	H H H H H H H D Y
Apprentice Rates:					
	0-1,000 work hours	\$24.37	\$30.55	\$36.71	
	1,001-2,000 work hours	\$25.05	\$31.57	\$38.07	
	2,001-3,000 work hours	\$25.73	\$32.59	\$39.43	
	3,001-4,000 work hours	\$27.08	\$34.61	\$42.13	

Official Request #: 235
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 Project Description: Install & set up desktops, laptops & computer peripherals
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Official Rate Schedule

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Troy School District
School Technology Systems
Desktops, Laptops, and Peripherals
TSD Bid No. 9497
Troy, Michigan

IDS Project No. 03234-1000 BP29
W&H Project No. 08-TSD-DLP-01

SECTION 00410 - BID FORM

OWNER: Troy School District
4400 Livernois
Troy, Michigan 48098

PROJECT: Troy School District
School Technology Systems
Desktops, Laptops, and Peripherals
TSD Bid No. 9497
Troy, Michigan

**ENGINEER /
TECHNOLOGY
DESIGNER:** Integrated Design Solutions, LLC
Architecture, Engineering, Interiors & Technology
888 W. Big Beaver Road, Suite 200
Troy, Michigan 48084
(248) 823-2100
(248) 823-2200 fax

DESIGNER: Wright & Hunter, Inc
Technology Advisors
2126 Kristin
Troy, Michigan 48084
(248) 594-5850
(248) 594-5851 fax

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

BID

Pursuant to and in compliance with your Advertisement for Bids, Instructions to Bidders and other documents relating thereto, the undersigned proposes and agrees to furnish equipment, materials, and labor and perform all work necessary to complete the Troy School District Contract for Desktops, Laptops, and Peripherals, TSD Bid No. 9497 Project in accordance with the Drawings and Specifications prepared by Integrated Design Solutions, LLC and Wright & Hunter, Inc. dated March 4, 2008, and agrees to accept payment as herein provided.

BASE BID NO. 1 – DESKTOP COMPUTERS, PRINTERS, AND SCANNERS

Lump sum bid for all work specified and shown on the Drawings as indicated for base bid

_____ Dollars (\$_____).

Troy School District
 School Technology Systems
 Desktops, Laptops, and Peripherals
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 W&H Project No. 08-TSD-DLP-01

NOTE: The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BASE BID NO. 2 – LAPTOP COMPUTERS, LAPTOP CARTS, AND LAPTOP CART PRINTERS

Lump sum bid for all work specified and shown on the Drawings as indicated for base bid

_____ Dollars (\$_____).

NOTE: The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

SEPARATE PRICES

Provide the following separate prices for accounting purposes and bid evaluation only. Award will be based on the lump sum bid amount. Include all bond costs, overhead, profit for each.

Technology	Elementary Schools	International Academy	GROW Program	Spare Units	Totals
Desktop Computers	\$	\$	\$	\$	\$
Printers & Scanners	\$	\$	\$	\$	\$
Installation	\$	\$	\$	\$	\$
Bonds	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Technology	International Academy
Laptop Computers	\$
Laptop Carts & Cart Printers	\$
Installation	\$
Bonds	\$
Total	\$

MANDATORY ALTERNATES

The foregoing Base Bid may be increased or decreased by the amounts herein quoted for Alternates. The following alternate prices shall include all charges for labor, material, and equipment, bonds, overhead and profit, general conditions, supervision, insurance, taxes, and incidental expenses.

Troy School District
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Desktops, Laptops, and Peripherals
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Troy, Michigan

IDS Project No. 03234-1000 BP29
W&H Project No. 08-TSD-DLP-01

Mandatory Alternate No. 1: Provide variance in the base bid price if awarded both Base Bid No. 1 and Base Bid No. 2.

Add/Deduct _____
_____ Dollars (\$_____).

Mandatory Alternate No. 2: Provide a four (4) year warranty on all desktop computers in lieu of the three (3) years required in the base bid.

Add/Deduct _____
_____ Dollars (\$_____).

Mandatory Alternate No. 3:

Add/Deduct _____
_____ Dollars (\$_____).

VOLUNTARY ALTERNATES

Alternate No. 1: _____

Add/Deduct _____
_____ Dollars (\$_____).

Alternate No. 2: _____

Add/Deduct _____
_____ Dollars (\$_____).

Alternate No. 3: _____

Add/Deduct _____
_____ Dollars (\$_____).

UNIT PRICES

The Bidder proposes unit prices in accordance with the following schedule. Said unit prices shall include all charges for labor, materials and equipment, overhead and profit, general conditions, supervision, insurance, taxes and incidental expenses.

Said unit prices shall be applicable to the pricing of additions to, or deletions from, the work indicated in the Contract Documents.

Unit Price	Description	Add	Deduct
UP-1:	Cost to provide and install one (1) desktop computer, as specified	_____	_____
UP-2:	Cost to provide one (1) desktop computer, as specified (equipment only, no installation)	_____	_____
UP-3:	Cost to provide and install one (1) laptop computer, as specified	_____	_____
UP-4:	Cost to provide one (1) laptop computer, as specified (equipment only, no installation)	_____	_____
UP-5:	Cost to provide and install one (1) laptop cart with fifteen (15) laptop computers and one (1) laptop cart printer	_____	_____
UP-6:	Cost to provide one (1) laptop cart with fifteen (15) laptop computers and one (1) laptop cart printer (equipment only, no installation)	_____	_____
UP-7:	Cost to provide and install one (1) workgroup monochrome laser printer, as specified	_____	_____
UP-8:	Cost to provide one (1) workgroup monochrome laser printer (equipment only, no installation)	_____	_____
UP-9:	Cost to provide and install one (1) workgroup color laser printer, as specified	_____	_____
UP-10:	Cost to provide one (1) workgroup color laser printer, as specified (equipment only, no installation)	_____	_____
UP-11:	Cost to provide and install one (1) multi-function cart laser printer, as specified	_____	_____
UP-12:	Cost to provide one (1) multi-function laser printer, as specified (equipment only, no installation)	_____	_____
UP-13:	Cost to provide and install one (1) laptop cart laser printer, as specified	_____	_____
UP-14:	Cost to provide one (1) laptop cart laser printer, as specified (equipment only, no installation)	_____	_____
UP-15:	Cost to provide one (1) color flatbed scanner, as specified (equipment only, no installation)	_____	_____
UP-16:	Cost to provide one (1) 17-inch display, as specified	_____	_____

Troy School District
 School Technology Systems
 Desktops, Laptops, and Peripherals
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IDS Project No. 03234-1000 BP29
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UP-17:	Cost to provide one (1) 17-inch display, as specified (equipment only, no installation)		
UP-18:	Cost to provide one (1) 20-inch widescreen display, as specified		
UP-18:	Cost to provide one (1) 20-inch widescreen display, as specified (equipment only, no installation)		
UP-19:	Cost to provide one (1) external multi-bay battery charger unit, fully populated with batteries, as specified (equipment only, no installation)		
UP-20:	Cost to provide one (1) set of batteries to supply eight (8) hours for a single laptop computer operations with wireless enabled, as specified		

TAXES

For the purposes of this bid, the Troy School District is tax exempt. Do not include Federal, State or local taxes in the Bid. The Owner's federal and state tax-exempt number is B38.600.3099. Usage taxes shall be included in the base bid price.

BID SECURITY

Accompanying this Bid is a certified check, cashier's check, money order or bid bond (cross out those not applicable) made payable to Troy School District in the amount of five percent (5%), of Base Bid, which shall be retained by the Owner as liquidated damages, if the undersigned fails to execute the contract within ten (10) days of award of the Contract.

ADDENDA

The undersigned acknowledges the receipt of the following addenda:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

TIME OF COMPLETION

The undersigned agrees to deliver all equipment and components for this project by **August 8, 2008**.

<u>Task</u>	<u>Expected Start</u>	<u>Expected Completion</u>
Elementary School Desktop Computers	June 18, 2008	July 25, 2008
International Academy East Laptop Computers	July 1, 2008	August 8, 2008
International Academy East Desktop Computers	August 1, 2008	August 8, 2008

Troy School District
School Technology Systems
Desktops, Laptops, and Peripherals
TSD Bid No. 9497
Troy, Michigan

IDS Project No. 03234-1000 BP29
W&H Project No. 08-TSD-DLP-01

WITHDRAWAL OF BIDS

The undersigned agrees that his Bid shall not be withdrawn for a period of sixty (60) days after the date set for receipt of Bids.

NON-COLLUSION

The undersigned certifies that the bid has not been prepared in collusion with any other bidder and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the Bidder to any such person other than the recipient of such bid, and will not be communicated to any such person prior to the official opening of said bid. The undersigned fully understands that no premiums, rebates, or gratuities are permitted either with, prior to or after signing the Contract.

This certification may be treated as if it were a sworn statement made under oath, and is made subject to the provisions of 18 U. S. C., 1001, relating to the making of false statements.

SIGNATURE AND LEGAL STATUS OF BIDDER

Signed and sealed this _____ day of _____, 20_____.

(Individual, Partnership, Corporation)

State of Incorporation

Affix Corporate Seal

By: _____
(Authorized Signature of Bidder)

(Print or Type Name of Bidder)

Title

Business Address

Instructions: Eight (8) copies of this form are supplied for the use of Bidders. Submit **seven (7) copies to Owner** and retain one (1) copy.

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the _____ (the "School District") advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of : _____

END OF BID FORM

DRAFT AIA[®] Document A107[™] - 1997

Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the [] day of [] in the year
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

[REDACTED]

and the Contractor:
(Name, address and other information)

[REDACTED]

the Project is:
(Name and location)

00000-00000 Blank Forms

the Architect is:
(Name, address and other information)

[REDACTED]

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Document includes abbreviated General Conditions and should not be used with other general conditions.

This document has been approved and endorsed by The Associated General Contractors of America.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than [] days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [] (\$ []), subject to additions and deletions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
[]	[]	[]

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the [redacted] day of a month, the Owner shall make payment to the Contractor not later than the [redacted] day of the same month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than [redacted] ([redacted]) days after the Architect receives the Application for Payment.

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follow:

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 5.1.1 The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, AIA Document A107-1997.

§ 5.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated [redacted], and are as follows:

Document	Title	Pages
----------	-------	-------

§ 5.1.3 The Specifications are those contained in the Project Manual dated as in Section 5.1.2, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: [redacted]

§ 5.1.4 The Drawings are as follows, and are dated [redacted] unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: [redacted]

§ 5.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

§ 5.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

(List any additional documents which are intended to form part of the Contract Documents.)

GENERAL CONDITIONS

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

§ 6.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 6.4 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 6.5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other

documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish and pay for surveys and a legal description of the site.

§ 7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.1.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 8.3 LABOR AND MATERIALS

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 8.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

§ 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

§ 8.6 PERMITS, FEES AND NOTICES

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 SUBMITTALS

§ 8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

§ 8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.10 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

§ 8.11 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Architect.

§ 8.12 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 8.13 INDEMNIFICATION

§ 8.13.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 16.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.13.

§ 8.13.2 In claims against any person or entity indemnified under this Section 8.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.13.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 17.2.

§ 9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

§ 9.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

§ 9.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 9.10 CLAIMS AND DISPUTES

§ 9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Architect, by mediation or by arbitration.

§ 9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 9.10.4 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless

it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 9.10.

§ 11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

§ 12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.2.

§ 13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Section 9.10.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 APPLICATIONS FOR PAYMENT

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Architect.

§ 14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 14.2 CERTIFICATES FOR PAYMENT

§ 14.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance

of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.3 PAYMENTS TO THE CONTRACTOR

§ 14.3.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 SUBSTANTIAL COMPLETION

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work

and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 14.5 FINAL COMPLETION AND FINAL PAYMENT

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13.

§ 15.2 HAZARDOUS MATERIALS

§ 15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner

and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE

§ 16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 16.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 16.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability insurance under Section 16.1.

§ 16.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 16.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability insurance under Section 16.1.

§ 16.4 PROPERTY INSURANCE

§ 16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who

are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 16.4.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 16.5 WAIVERS OF SUBROGATION

§ 16.5.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.5.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2, or by terms of an applicable special warranty required by the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

§ 18.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1 not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2 not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment; and
- .3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 19 TERMINATION OF THE CONTRACT

§ 19.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

§ 19.2 TERMINATION BY THE OWNER

§ 19.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

ARTICLE 20 OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



SECTION 00800

SUPPLEMENTARY CONDITIONS AND ADDITIONAL CONDITIONS

PROJECT: Troy School District
School Technology Systems
Desktops, Laptops and Peripherals
TSD Bid No. 9497
Troy, Michigan

OWNER: Troy School District
4400 Livernois
Troy, MI 48098

ARCHITECT: Integrated Design Solutions, LLC
888 W. Big Beaver, Suite 200
Troy, MI 48084
(248) 823-2100
(248) 823-2200 (Fax)

THE FOLLOWING SUPPLEMENTS MODIFY THE "GENERAL CONDITIONS" INCLUDED IN THE "ABBREVIATED STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION PROJECTS OF LIMITED SCOPE", AIA DOCUMENT A107, 1997 EDITION. WHERE A PORTION OF THE GENERAL CONDITIONS IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY CONDITIONS, THE UNALTERED PORTIONS OF THE GENERAL CONDITIONS SHALL REMAIN IN EFFECT.

EXPLANATION OF NUMBERING: Article 20 shall constitute revisions and additions to and follow the same format of the General Conditions.

ARTICLE 20

OTHER CONDITIONS OR PROVISIONS

20.1 Add new subparagraph 6.6 as follows:

"6.6 The Contractor will be furnished free of charge six (6) copies of Drawings and Project Manuals for execution of the Work."

20.2 Delete subparagraph 12.2 and add the following in its place:

"12.2 The cost or credit to the Owner from a change in the work shall be determined by mutual agreement, by an acceptable estimate and lump sum proposal by the Contractor or by actual cost of all labor and materials and a percentage or fixed fee for all other changes, such as overhead, profit, insurance, taxes and bonds. On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

12.2.1 If none of the foregoing methods is agreed upon, the Contractor, upon receipt of an order as hereinbefore stated, shall proceed with the work. In such case the Contractor shall keep and present in such form as the Owner may direct, a correct account of the cost, together with vouchers. In any case, the Owner shall certify to the amount including the specified allowance for overhead and profit, due the Contractor.

12.2.2 The allowable fee for added work by Contractor's own forces shall not exceed 15% of additional cost and his fee on work performed by Subcontractors shall not exceed 7-1/2% of additional cost. Quotations by Subcontractors at all times shall be subject to these same limitations."

20.3 Modifications to subparagraph 14.1.1
To the end of this subparagraph add the following:

"The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet."

20.4 Add new subparagraph 14.1.2 as follows:

"14.1.2 Until final completion, the Owner will pay ninety (90) percent of the amount due the Contractor on account of progress payments. Upon final completion, the Architect will certify payment in full."

20.5 Modifications to subparagraph 16.1.
To the end of this subparagraph add the following:

"16.1.1 The insurance by Subparagraph 16.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen's): Statutory
 - c. Employer's Liability: \$1,000,000.00 per Accident
\$1,000,000.00 Disease, Policy Limit
\$1,000,000.00 Disease, Each Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage);
 - a. Bodily Injury:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Aggregate
 - b. Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Aggregate
 - c. Products and Completed Operations to be maintained for one (1) year after final payment:

\$1,000,000.00	Aggregate
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 - d. Broad Form Property Damage Coverage shall include Completed Operations.

3.	Contractual Liability:		
	a. Bodily Injury:		
		\$1,000,000.00	Each Occurrence
		\$1,000,000.00	Aggregate
	b. Property Damage:		
		\$1,000,000.00	Each Occurrence
		\$1,000,000.00	Aggregate
4.	Personal Injury, with Employment Exclusion deleted:		
		\$1,000,000.00	Aggregate
5.	Business Auto Liability (including owned, non-owned and hired vehicles):		
	a. Bodily Injury:		
		\$1,000,000.00	Each Person
		\$1,000,000.00	Each Occurrence
	b. Property Damage:		
		\$1,000,000.00	Each Occurrence
6.	Umbrella Excess Liability (Bodily Injury and Property Damage Combined)		\$1,000,000.00

"16.1.2" Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C, and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Owned, non-owned and hired motor vehicles.
6. Broad Form Property Damage including Completed Operations.

16.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

20.6 Delete subparagraph 16.3 and subparagraphs 16.3.1, 16.3.2 and 16.3.3 in their entirety.

20.7 Delete Article 16.4 and subparagraphs 16.4.1 and 16.4.2 in their entirety.

20.8 Modifications to Article 19.
Add the following subparagraphs to the end of Article 19.

"19.3" Termination by the Owner for Convenience.

"19.3.1 The Owner may, at any time, terminate the contract for the Owner's convenience and without cause.

"19.3.2 Upon receipt of written note from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

19.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 20.2."

20.9 BONDS

20.9.1 The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a company licensed to do business in the State of Michigan and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

20.9.2 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

20.10 EQUAL OPPORTUNITY

20.10. The Contractor shall maintain policies of employment as follows:

20.10.1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

Troy School District
School Technology Systems
Desktops, Laptops and Peripherals
TSD Bid No. 9497
Troy, Michigan

IDS Project No. 03234-1000 BP29
W&H Project No. 08-TSD-DLP-01

20.10.2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

END OF SECTION 00800

SECTION 16790 – DESKTOPS, LAPTOPS AND PERIPHERALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes desktop computers, laptop computers, peripherals, workgroup color laser printers, workgroup monochrome laser printers, scanners, software and installation, including, but not limited, to the following:

1. Desktop computers, laptop computers, display monitors and associated peripherals
2. Network workgroup color and monochrome laser printers
3. Flatbed color scanner
4. Coordination with Owner personnel to obtain all relevant information to install equipment
5. Providing all cables necessary to connect all peripheral devices to computers
6. Unpacking and assembly of desktop and laptop computer systems and associated peripherals
7. Installation of new physical security components of the desktop and laptop computer systems
8. Integration of all desktop and laptop computer systems with local media interfaces
9. Installation of software images as defined and provided by the Owner on all new computers utilizing the Owner's Altiris systems
10. Removing all packing material from all building properties
11. Eliminate data content on the hard drive of each desktop computer being replaced by new equipment.
12. Relocation of de-commissioned computer equipment to a central Owner staging location

1.3 SYSTEM DESCRIPTION

- A. Provide the services necessary to furnish, install and provide maintenance support for Owner desktop computers, laptop computers, peripherals and printers according to acceptable industry standards. All work shall be in accordance with the true intent of these Specifications, and as required to leave the desktop computers, laptop computers, peripherals and printers complete and in satisfactory operating condition.
 1. The Owner reserves the right to reject any or all alternate equipment bids and to select the bid that is considered to serve "the best interest of the owner."

1.4 SUBMITTALS

- A. Provide a complete bill of materials, depicting quantities, model numbers, catalog cuts, operating characteristics, physical characteristics, and equipment configuration for each of the desktop computers, laptop computers, peripherals and printers.
- B. The information shall be assembled in three ring binders complete with Table of Contents. All pages shall have page numbers, which shall be included in Table of Contents

C. The Table of Contents shall be as follows:

1. Tab No. 1 Cover Letter
2. Tab No. 2 Bid Proposal Form
3. Tab No. 3 Voluntary Alternates
4. Tab No. 4 Names and Company Profiles for Prime Contractors, Major Subcontractors and Major Suppliers
5. Tab No. 5 Organizational Chart / Schedule / Manpower
6. Tab No. 6 Equipment
7. Tab No. 7 Maintenance Agreements and Service Agreements and Warranties
8. Tab No. 8 Miscellaneous (Optional)

D. Description of Contents:

1. Tab No. 1, Cover Letter, shall include an executive overview of the project depicting this contractor's complete understanding of the project.
2. Tab No 2, Bid Proposal Form, shall include a completed bid proposal as found in Section 00410, and the bid bond as a requirement to submit a qualified bid, warranties, and service agreements.
3. Tab No. 3, Voluntary Alternates, in a section which is optional and made available to permit all bidders to submit alternates to the bid documents. These voluntary alternates shall clearly define the intent of the alternate, cost impact to implement the alternates, and a description of the deviation in functions and features between the alternates and the base bid documents. Include catalog cuts in this section for each alternate product required. The catalog cuts shall be keyed to the description of the alternate. Each alternate shall be independent of any alternate and shall be uniquely identified, i.e., (TAL - 1 Technology Alternate No. 1), etc.
4. Tab No. 4, List the names and company profiles for Prime Contractor, Major Subcontractors and Major Suppliers. In addition to the above information describe each of the following
 - a. The roles of the Prime Contractor, Subcontractors and Suppliers
 - b. The number of years installing similar systems in schools
 - c. List of Michigan schools utilizing similar systems
 - d. Name of active projects, their sites and scope of work
 - e. Provide recent customer references for similar work performed during the past twelve (12) months and provide documentation on installation staff training and certification.
5. Tab No. 5, Organizational Chart, shall depict the prime contractor, the subcontractors, major suppliers, trainers, project managers, name of the project leader MCSE, superintendents, executive staff of each firm, service staff, and the names of the individuals occupying those positions, telephone numbers, facsimile numbers, and e-mail addresses of all individuals on the organizational chart.
 - a. Provide a schedule that depicts major milestones required to achieve the completion dates previously specified. Typical milestone events are as follows:
 - 1) Delivery dates and installation dates for desktop and laptop computer systems and peripherals
 - 2) Estimated manpower requirements for each building to meet the specified substantial completion dates
6. Tab No. 6, Equipment, shall include the following information:
 - a. Complete bill of materials (separate one for each building) indicating quantities, take-offs for the equipment being provided; desktop computer systems, laptop computer systems, workgroup color laser printers, workgroup monochrome laser

printers, support software, patch cables. Bill of materials shall include a separate schedule of values for:

- 1) Materials and Labor costs, per building, for all Administrative, Clerical, and Teacher equipment and services
 - 2) Material and Labor costs for all instructional equipment and services
 - b. Equipment model numbers
 - c. Manufacturer's product specifications and installation instructions
 - d. A complete itemization of manufacturer's products and equipment with catalog cuts
 - e. A complete itemization of software products with catalog cuts
 - f. Software product specifications and installation instructions
 - g. Windows Vista certification with installation of Windows XP Professional for all desktop and laptop computer systems and peripherals
7. Tabs No. 7 and 8 are self descriptive as to their intended content.

1.5 QUALITY ASSURANCE

- A. Equipment Manufacturer Qualifications: The computer equipment shall be built and tested by a manufacturer who has regularly engaged in the production of desktop and laptop computers and printers for a minimum of five years to assure one source of supply and responsibility.
- B. Equipment Supplier Qualifications: The supplier of the computer systems and printers shall maintain permanent service facilities within **50 miles** of the Troy School District. The facilities shall include a permanent source of factory-trained service technicians on 24-hour call experienced in servicing this type of equipment and shall provide warranty and routine maintenance service to afford the Owner maximum coverage. Contractor shall also provide a central source of support to guarantee immediate answers to Owner's problems resulting from misunderstanding of the operation of the equipment.
- C. Equipment Installer Qualifications: The installation of the computer systems and printers shall be performed by fully qualified personnel, having had experience on the installation of this type and able to certify that they have had no less than five years of continuous experience in this area and have made installation similar to this and of this size or larger.
- D. Project Management Qualifications: The Contractor Project Manager shall have the Microsoft MCSE certification. Each installation team leader shall have the Microsoft MCSE certification. Contractor shall provide a resume for all staff assigned to these positions.
- E. Regulatory Requirements: The computer systems and printer manufacturer shall be registered under the most current applicable rulings of the Federal Communications Commission (FCC). Provide the FCC registration number with the equipment submittal. All components and installations shall bear an Underwriters' Laboratories (UL) listing and shall conform with the latest edition or revision of the following codes and standards:
 1. ANSI American National Standards Institute
 2. FCC Federal Communications Commission
 3. ISO International Organization for Standardization
 4. UL Underwriters Laboratories, Inc.
- F. The code or standard establishing the more stringent requirements shall be followed where areas of conflict occur between codes and standards or between codes and standards and Specifications.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Store desktop computers, laptop computers, peripherals and printers, prior to site deployment, at contractor's location, as recommended in manufacturer's written instructions and in manufacturer's protective packages until time of installation.
- B. Protect all procured equipment from damage and theft while in storage.
- C. Deliver desktop computers, laptop computer, peripherals and printers to appropriate buildings on the day installation commences for each building.

1.7 PROJECT/SITE CONDITIONS

- A. Verify conditions at the job site prior to installation.

1.8 WARRANTY

- A. Warranty: All products shall be guaranteed to be free from defects in material and workmanship upon installation.
- B. Warranty period shall commence after all desktop and laptop computer systems, peripheral equipment, and printers have been placed in working operation and accepted by the Owner by formal written acceptance of Substantial Completion.
- C. All components shall be guaranteed free of defects in materials and workmanship for a period of three (3) years or manufacturer warranty, whichever is longer, from the date of Substantial Completion. Components shall be repaired or replaced within twenty-four (24) hours or next business day, following report of defects by the Owner. Warranty labor for the warranty period shall be provided on-site at the Troy School District during normal business hours – 7 AM to 4 PM EST, Monday through Friday.
- D. Systems integrator responsible for the installation of all equipment under this project shall remain as the warranty service provider to the Owner at no additional expense to the Owner, for the full warranty period.

1.9 MAINTENANCE

- A. The Vendor shall submit a maintenance and service contract with service rates covering all labor and materials necessary to repair damages to the components after expiration of the warranty period. Contract submission does not obligate the Owner to acceptance at time of bid award.

1.10 SPARE UNITS

- A. Provide the following spare units at the completion of the project.
 - 1. Desktop computer system, as listed in Paragraph 2.1.A, quantity of forty (40). These units shall be unboxed, asset tagged, engraved, inventoried, and packaged in the manufacturers original packaging and delivered as spares as noted in paragraph 1.10.B.
 - 2. Laptop computer system, as listed in Paragraph 2.1.B, quantity of eight (8) units. These units shall be unboxed, asset tagged, engraved, inventoried, and packaged in the manufacturers original packaging and delivered as spares as noted in paragraph 1.10.B.

3. Workgroup monochrome laser printer, as listed in Paragraph 2.1.D, quantity of four (4) units
 4. Workgroup color laser printer, as listed in Paragraph 2.1.D, quantity of two (2) units
 5. Multi-function monochrome laser printer, as listed in Paragraph 2.1.D, quantity of two (2) units
- B. Deliver spare units to the Troy School District Services Building, 4420 Livernois, Troy, MI 48098.
- C. All spare units shall be delivered in manufacturer sealed packaging. DOA testing shall commence once spare units are onsite. The Contractor shall notify the Owner prior to breaking the manufacturer sealed packaging for testing.

PART 2 - PRODUCT

2.1 DESKTOP AND LAPTOP COMPUTERS, PRINTERS AND MISCELLANEOUS EQUIPMENT

A. DESKTOP COMPUTER SYSTEMS

1. Desktop computer systems shall employ the same chassis and motherboard design, where similar architectures are specified, and allow for the exchange of internal components between form factors without modification.
2. Desktop computer systems and display monitors shall meet or exceed the following platform configurations and requirements:
 - a. Intel Q35 Express Chipset, 2.33GHz Intel Core 2 Duo Processor, 1333MHz FSB, 4 MB L2 cache, Intel vPro with Intel AMT, Pre-boot Execution (PXE)- compatible BIOS, with most current Manufacturer BIOS level, utilizing a BTX-type chassis design in a small form factor
 - b. Dual channel shared 2 GB DDR2 non-ECC SDRAM, 800MHz, two 1 GB DIMM modules, leaving a minimum of two DIMM slots available
 - c. 250 GB Serial ATA II hard drive, 7200 RPM, non-RAID
 - d. Integrated 10/100/1000 network adapter, capable of ACPI "Wake on LAN"
 - e. DVD combination optical drive single-layer burner DVD+/-RW. The drive must be mounted to provide a horizontal tray.
 - f. USB 101+ key keyboard
 - g. Two-button, USB, optical mouse with integrated scroll button
 - h. Two (2) front-side accessible USB ports, six rear-side accessible USB ports
 - i. One (1) IEEE 1394 interface port
 - j. Front-side accessible stereo 1/8-inch headphone jack, easily accessible to the end user
 - k. Lockable chassis
 - l. Energy Star compliant computer and video chassis
 - m. EPEAT Certified
 - n. Integrated digital PCI-Express X16 video output, providing DVI connectivity, with DVI connector cable
 - o. Integrated "AC-97" Audio with integrated internal audio speakers
 - p. 17-inch, ultra bright Active Matrix TFT Flat Panel display, minimum horizontal resolution of 1280 pixels, 16:9 aspect ratio, 500:1contrast ratio, VGA and DVI connectors, USB 2.0 input port, two USB 2.0 output ports
 - q. Removable stereo speaker bar with headphone jack, to be mounted below the display monitor bezel.

- r. Microsoft Windows Vista License with installation of Microsoft Windows XP Professional
- s. Three (3) year, next business day parts and labor warranty
- t. All computers of this type shall be manufactured with identical components to ensure unified imaging of all computers of this type.
- u. Provide quantities as detailed in the Section 3.3.

B. LAPTOP COMPUTER SYSTEMS

- 1. Laptop computers shall employ the same components, where similar architectures are specified.
- 2. Laptop computer systems shall meet or exceed the following platform configurations and requirements:
 - a. Intel Core 2 Duo ULV chipset 1.2 GHz or better, 533 MHz FSB, 2MB L2 cache
 - b. 1 GB RAM
 - c. 60 GB HDD minimum
 - d. No optical drives required or requested
 - e. Minimum of two (2) USB 2.0 ports
 - f. IEEE 1394 interface port
 - g. Minimum of 12.1-inch diagonal WXGA display (enhanced backlighting)
 - h. Provide battery or battery configuration to provide a minimum of eight (8) hours of continuous laptop operation
 - i. Integrated 802.11 a/b/g wireless network adaptor
 - j. Integrated 10/100/1000 network adaptor
 - k. Integrated internal audio speakers
 - l. Microsoft Windows Vista License with installation of Microsoft Windows XP Professional
 - m. Three (3) year, next business day parts and labor warranty
 - n. All computers of this type shall be manufactured with identical components to ensure unified imaging of all computers of this type
 - o. Provide quantities as detailed in the Section 3.3.

C. LAPTOP CARTS

- 1. Laptop carts shall meet or exceed the following minimum platform configurations and requirements:
 - a. Datamation model DS-NSC-16
 - b. Carts shall be keyed to each building standard. Key codes will be provided by the Owner to the awarded contractor.
 - c. Provide one (1) two-button, USB, optical mouse with integrated scroll button per cart.
 - d. Provide one (1) USB attached DVD combination optical drive single-layer burner DVD+/-RW per cart.
 - e. Provide quantities as detailed in the Section 3.3.

D. PRINTERS

- 1. Workgroup monochrome laser, workgroup color laser and laptop cart printers shall meet or exceed the following minimum platform configurations and requirements:

- a. Workgroup Monochrome Laser Printer
 - 1) 35 pages per minute printed output
 - 2) 1200 x 1200 DPI resolution, minimum
 - 3) Monthly duty cycle of 200,000 pages
 - 4) Integrated 10/100 Ethernet port
 - 5) High-yield cartridge
 - 6) Contractor shall provide an alternate of a monochrome laser printer capable of 50 pages per minute, 1200 x 1200 DPI minimum resolution, a monthly duty cycle of at least 200,000 pages, and an integrated 10/100 Ethernet port
 - b. Workgroup Color Laser Printer
 - 1) 30 pages per minute printed output
 - 2) 600 x 600 DPI resolution, minimum
 - 3) Monthly duty cycle of 95,000 pages
 - 4) Integrated 10/100 Ethernet port
 - 5) Complete set of high-yield cartridges
 - c. Multi-Function Monochrome Laser Printer
 - 1) 20 pages per minute printed output
 - 2) 600 x 600 DPI resolution, minimum for printed, scanned and copied documents
 - 3) Monthly duty cycle of 7,000 pages
 - 4) Integrated USB port
 - 5) USB cable
 - 6) High-yield cartridge
 - d. Laptop Cart Laser Printer
 - 1) 22 pages per minute printed output
 - 2) 1200 x 1200 DPI minimum resolution for printed documents
 - 3) 2 MB installed RAM
 - 4) 2000 page yield cartridge (installed)
 - 5) Monthly duty cycle of 3000 pages
 - 6) Integrated 10/100 network port
 - 7) High-yield cartridge
2. Provide all current manufacturer-provided drivers, firmware revisions and software.
 3. Provide all cables, including a power cord and a USB 2.0 cable compliant with USB 2.0 that meets (but does not exceed) USB 2.0 distance limitations for each multi-function printer, fourteen foot CAT 6 for each printer.
 4. Provide three year, next business day warranty parts and labor on all printers.
 5. Provide quantities as detailed in the Section 3.3.

E. SCANNERS

1. Flatbed color desktop scanners shall meet or exceed the following minimum platform configurations and requirements:
 - a. 8-1/2 x 14 " flatbed color scanner
 - b. 2400 x 2400 DPI resolution, minimum
 - c. USB port
 - d. USB cable
 - e. Provide quantities as detailed in the Section 3.3.

F. MISCELLANEOUS EQUIPMENT

1. The Contractor shall provide the following security **plate** materials, as specified below:
 - a. Supplier – LockDownIt, 26016 Groesbeck Hwy., Warren MI 48089 – Perry Cline – (877) 562-5480.
 - b. Description – Small form factor desktop security plate, quantity **(87)** units
 - c. Description – adhesive, applied while installing adapter feet on all units
2. The Contractor shall provide the following security devices, as specified below:
 - a. **Padlock**, manufacturer is Federal, quantity is **(447)**.
 - b. The Owner will supply desktop computer **security cable systems**, to secure CPU, monitor and printer to desk platform for all Elementary School Computer Lab locations. All locking mechanisms shall be keyed alike. Quantity of **(360)** computer security cable systems shall be supplied by the Owner for use by Contractor during installation.
 - c. The Contractor shall supply desktop computer **security cable systems**, to secure CPU, monitor and printer to desk platform for all other locations. All locking mechanisms shall be keyed alike. Quantity of **(87)** computer security cable systems shall be supplied and installed by Contractor.
3. The Contractor shall provide extended peripheral connection cables in the following type and length:
 - a. For each desktop computer, Contractor shall provide one (1) CAT 6 black patch cable. Contractor should assume eighty-five percent of locations shall require a 10-foot CAT 6 patch cable, and fifteen percent shall require a 20-foot CAT 6 patch cable.

G. SOFTWARE

1. The Contractor shall provide the following software:
 - a. The Contractor shall provide one (1) Altiris CMS Level 2 license for eighty-seven (87) desktop computers and seventy-five (75) laptop computers.
 - b. The Contractor shall provide Windows Server 2003 Client Access Licenses. One-hundred eighteen (118) student licenses and forty-four (44) standard licenses.
 - c. The Contractor shall provide five (5) current copies of the volume licensed software media to the Owner.

2.2 APPROVED MANUFACTURERS

- A. Subject to compliance with requirements, Contractor shall provide desktop and laptop computers as manufactured by one of the following:
 1. Dell Computers
 2. Hewlett-Packard
- B. Subject to compliance with requirements, Contractor shall provide laptop carts as manufactured by one of the following:
 1. Datamation
- C. Subject to compliance with requirements, Contractor shall provide printers as manufactured by one of the following:
 1. Dell Computers
 2. Hewlett-Packard

- D. Subject to compliance with requirements, Contractor shall provide scanners as manufactured by one of the following:
1. Epson
 2. Hewlett-Packard

PART 3 - EXECUTION

3.1 INSTALLATION-GENERAL

- A. All miscellaneous equipment required for a complete, professional installation shall be included in the base bid. No allowances for any additional equipment, hardware, cabling, or miscellaneous shall be considered unless specifically excluded from the base bid.
- B. Contractor shall meet with Owner personnel prior to commencement of installation activities to review the following implementation details:
1. installation timelines
 2. imaging process and drive mapping requirements for each user
 3. De-commissioning and equipment removal requirements at each site
 4. Erase all data from the de-commissioned desktop and laptop computers
 5. installation process
 6. verify site requirements
- C. Contractor shall provide warehousing for all equipment and materials until scheduled time of installation.
- D. Owner personnel will provide site maps for all installation locations to be included in site implementations.
- E. Owner will provide adequate space in each building for the de-commissioning of old computers and the assembly of new equipment.
- F. Contractor shall remove existing computer equipment and deliver to a central location specified by the Owner.
- G. Contractor shall provide and install labels on all desktop and laptop computer systems, display monitors printers and carts with stenciling, to be designated by the Owner:
1. Stencil provider shall be Visual Identity Solutions, 43602 Elizabeth Rd, Clinton Township, Michigan 48308.
 2. Transfer Labeling provider contact is Dave Kargol (586)-792-8337
- H. Contractor shall label all computer systems, display monitors, carts, and printers with asset tags provided by the Owner.
- I. Contractor shall provide engraved asset information on each computer systems, display monitors, carts, and printers, in a location to be designated by the Owner. Contractor shall be responsible for providing their own engraving device.

- J. Contractor shall stage, connect, and integrate all computer systems, display monitors, carts, printers, padlocks and security plates in a manner prescribed by Owner personnel. Owner will provide cable management instructions to Contractor prior to site implementations.
- K. Contractor shall be required to complete a training program in order to properly install security plate and cable devices.
- L. Contractor shall remove all Troy School District asset tags and existing stenciling from de-commissioned equipment. Asset tag and service tag information shall be recorded in an Excel spreadsheet prior to removal. Asset tags removed shall be returned to the Owner for audit purposes. Contractor shall provide the Owner with the full inventory of de-commissioned equipment at the completion of the project.
- M. Contractor shall employ the Owner's software utility to erase data from the decommissioned hard drives.
- N. Contractor shall stack, wrap, and palletize de-commissioned equipment and deliver to a central location to be determined by the Owner. Inventory of all equipment to be decommissioned is defined as follows:
 - 1. Three hundred sixty (360) Dell GX150 desktop computers
 - 2. Three hundred sixty (360) CRT monitors
 - 3. Twenty-four (24) laser printers
 - 4. Thirty-six (36) ink jet printers

3.2 INSTALLATION-TIMELINE

- A. Elementary Schools:
 - 1. All desktop computers, printers, and associated peripherals shall be installed during the period between **June 18, 2008 and August 8, 2008**. All other loose and miscellaneous equipment shall be delivered to the Owner prior to project completion date of **August 29, 2008**.
- B. International Academy-East:
 - 1. All desktop computers, laptop computers, printers, and associated peripherals shall be installed during the period between **August 1, 2008 and August 8, 2008**. All other loose and miscellaneous equipment shall be delivered to the Owner prior to project completion date of **August 29, 2008**.
 - 2. All laptop computers and associated peripherals shall be installed during the period between **July 1, 2008 and August 8, 2008**. All other loose and miscellaneous equipment shall be delivered to the Owner prior to project completion date of **August 29, 2008**.
- C. **First Articles** – The successful contractor shall build and ship two (2) desktop computers and two (2) laptop computers, and one (1) of each model printer within fourteen (14) calendar days of contract award.
- D. **Evaluation Equipment** – Each bidding contractor shall build and ship to the Owner one (1) desktop computer, one (1) laptop computer, and one (1) of each model printer within (24) hours of the bid due date. The evaluation equipment will be returned within ten (10) days. Deliver evaluation equipment to the Troy School District Services Building, 4420 Livernois, Troy, MI 48098.

- E. All planning and preparation relative to the Altiris Client Management Suite configuration shall commence immediately following project award.
- F. The Owner will have various construction projects and events occurring in their buildings throughout the duration of this project. This Contractor shall provide an installation schedule that accommodates these projects and events. Prior to installation, this Contractor shall coordinate their schedule with the Owner and the wireless network infrastructure Contractor in order to provide a cohesive and systematic installation, testing, cutover, and Owner acceptance. Evenings and weekend work shall be pre-approved with the Owner at the beginning of the project as the hours of operations of the building changes during summer break. This Contractor shall be flexible with their schedule and coordinate with other events as they become known.

3.3 INSTALLATION - DESKTOP AND LAPTOP COMPUTER SYSTEMS, PRINTERS, AND ASSOCIATED PERIPHERALS

- A. The following matrix represents the planned implementation quantities for all buildings during the installation timeline, as defined in paragraph 3.2. Actual planned dates per building will be shared with the successful bidder at the time of contract award:

Technology	Elementary Schools	International Academy	GROW Program	Spare Units	Totals
Desktop Computers	360	79	8	40	487
Monochrome Laser	24	3	1	4	32
Color Laser	12	5	2	2	21
Multi-Function		5	3	2	10
Scanners	24	1		0	25
Laptops		60	15	8	83
Laptop Carts & Cart Printers		4	1	0	5

Provide and install forty-two (42) ATI Radeon X1300 video cards in select Desktop Computers.

3.4 INSTALLATION-SOFTWARE

- A. The Owner will provide the Contractor a base image for each installed computer, to be installed and tested by the Contractor.

3.5 INSTALLATION-SITE REQUIREMENTS

- A. Owner will demonstrate the labeling, stenciling, engraving, mounting and asset tagging method to be used by the Contractor prior to site implementations.
- B. Contractor shall provide and install security plates and security cable systems to desktop computers, as detailed in section 2.1.F. The installation shall be in a manner prescribed by the Owner. The Contractor shall provide and install Peripheral cable management also to be incorporated into the installation.
- C. Owner will provide asset tags to Contractor for each building prior to physical implementation.

- D. Owner will provide the Contractor with an electronic copy of the intended inventory for this project. The Contractor shall be required to enter all asset and service information for each item to be installed. The electronic copy of the intended inventory shall be in an Excel spreadsheet format.
- E. Contractor shall test each desktop and laptop computer system, display monitor, and peripherals for a "Dead on Arrival" condition prior to stenciling, labeling, engraving or tagging. Any system or component that fails during installation shall be replaced within twenty-four hours of failure. Contractor shall notify Owner of replacement MAC address of replacement desktop and laptop computers prior to implementation.
- F. Contractor shall configure the BIOS on each desktop and laptop computer system with the following parameters:
 - 1. Pre-Boot Execution (PXE-Boot) as the default
 - 2. Password protection, ON BIOS SETTINGS AND BIOS ADMINISTRATIVE PASSWORD. Owner will provide the BIOS passwords to be used.
- G. Contractor shall configure the LAN adapter in each computer system for "Wake-on-LAN" capability as the default.
- H. Contractor shall load a specific Owner-approved base image on each computer system via Altiris
- I. Contractor shall staff each building with adequate resources to complete the site implementations as noted in the schedule detailed in paragraph 3.3.A.
- J. Owner will provide building access to all site locations as detailed in paragraph 3.3.A, and will designate an appropriate staging area(s) for each building to be used by the Contractor.
- K. For all installed network printers:
 - 1. Contractor shall disable all printer protocols with the exception of TCP/IP.
 - 2. Contractor shall "lock" the front control panel with a password supplied by Owner personnel.

3.6 TESTING

- A. Computer Systems
 - 1. For each computer system:
 - a. Energize computer, monitor, and attached peripherals
 - b. Validate PXE-boot and Wake-on-LAN capabilities
 - c. Validate BIOS-level password settings, BIOS settings and BIOS administration password
 - d. Validate client management software installation and initiation of image synchronization to image management server
 - e. Network login
 - f. Verify base network policies
 - g. Test internet connectivity
 - h. For each new or existing local printer, print a test page
 - i. For each new or existing network printer, print a test page
 - j. All desktop computer systems shall require administration of all tests.

- k. For each teacher computer systems in the lab:
 - 1) Connect and test video signal to existing data projector
 - 2) Test functionality of scanner and scanning software
2. For each laptop computer system:
 - a. Energize computer, monitor, and attached peripherals
 - b. Validate PXE-boot and Wake-on-LAN capabilities
 - c. Validate BIOS-level password settings, BIOS settings and BIOS administration password
 - d. Validate client management software installation and initiation of image synchronization to image management server
 - e. Verify base network policies
 - f. Test wireless connectivity to the internet within each building
 - 1) Logins and access to network folders
 - a) Single network login with Microsoft OS and Cisco ACS Server
 - b) Student login
 - c) Access student folder
 - 2) Microsoft Office - Word
 - a) Open document
 - b) Modify document
 - c) Save As document
 - 3) Internet surfing
 - 4) Printing to network printers
 - 5) United streaming (30 concurrent users)
 - 6) Client roaming
 - g. For each new local printer, print a test page
 - h. For each new network printer, print a test page
 - i. All laptop computer systems shall require administration of all tests.

3.7 TRAINING

- A. Computer Systems
 1. Contractor shall provide details for a technician training and certification program that provides the following:
 - a. Service and maintenance education on desktop and laptop computer platforms
 - b. Certification testing for self-maintenance for five (5) Owner technicians
 - c. Ability for the Owner to house service parts at the District Services Building
 - d. Remuneration program to the Owner for all service activities on certified platforms
- B. Workgroup Monochrome Laser, Workgroup Color Laser, and Laptop Cart Printers
 1. Contractor shall provide details for a technician training and certification program that provides the following:
 - a. Service and maintenance education on monochrome and color laser printers
 - b. Certification testing for self-maintenance for five (5) Owner technicians
 - c. Ability for the Owner to house service parts at the District Services Building
 - d. Remuneration program to the Owner for all service activities on certified printers
- C. All training and support shall be coordinated with the Technology Director and all training shall take place at the Troy School District facility.

END OF SECTION 16790



Bid Tabulation Form

Troy School District
March 20, 2008
Desktop, Laptops and Peripherals
TSD Bid No. 9497

Company	Inacomp TSG	Analyst International
Bid Bond	Cashier's Check	Yes
Affidavit of Bidder	Yes	Yes
Base Bid No. 1	\$ 529,602.75	\$ 497,989.14
Base Bid No. 2	\$ 110,872.00	\$ 75,463.30