PROJECT MANUAL

CLOWRY GRADE BRIDGES 2 & 3 REPAIRS

**DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET**

DTMB FILE NO. 751/17425.JBB
INDEX NO. 50916

OHM PROJECT NO. 7136-17-0130

DATE: December 16, 2022

DTMB-0415 (R 10/22)

PROJECT ADVERTISEMENT

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION
DESIGN & CONSTRUCTION DIVISION
This form is required for the advertisement of all construction projects. (1984 PA 431)

DTMB FILE NO. 751/17425.JBB	**DATE** December 16, 2022
ADVERTISEMENT DATE December 16, 2022	**BID DUE DATE** Wednesday, January 25, 2023 @ 2:00 p.m. EASTERN time

PROJECT NAME AND LOCATION (INCLUDE STREET ADDRESS)
Clowry Grade – Bridges 2 & 3 Repairs
Marquette County, Michigan

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION

A mandatory prebid zoom conference will be held on Wednesday, January11, 2023, at 9:00 a.m. Please e-mail Deana Paoli-Wuori at deana.wuori@ohm-advisors.com to receive an invite to the meeting. Any contractor participating in the conference call needs to e-mail the company name, name of person attending and contact number to Deana Paoli-Wuori at deana.wuori@ohm-advisors.com one day prior to the conference call.

Mandatory Yes ☒ No ☐

NOTE: An individual is only permitted to represent one bidder at a mandatory walk-through.

DESCRIPTION OF WORK:

The project includes, but may not be limited to, rehabilitation of two bridges with replacement or repairs of select piers, columns, pier caps, column caps, deck members, rail members, wearing surface and other miscellaneous structure members, aggregate surface approaches, new wood approach fence and signage, SESC measures to complete the project work and other miscellaneous tasks.

Please NOTE:

- Bid responses and bid attachments MUST be uploaded to SIGMA VSS.
- Contractors should only submit a maximum of two (2) attachments (both being less than 6 MB) for bid responses. One attachment is to be bid documents (Bid Summary, Bid Schedule, Bid Bond, Certification forms, Signature Authority, etc.) and if applicable, the other attachment should be Qualified Disabled Veteran (QDV) information (DD214, Proof of 51% Ownership and Proof of Service-Connected Disability)
- Do not wait until just before the 2:00 p.m. solicitation deadline to submit your bid response. SIGMA VSS will not allow a proposal to be submitted after 2:00 p.m., even if a portion of the bid response has been uploaded.
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance prior to the 2:00 p.m., solicitation deadline. You may contact the SIGMA Help Desk by telephone at 517.284.0540 or toll-free at 888.734.9749. You may also email the SIGMA Help Desk at sigma-procurement-helpdesk@michigan.gov
- Please email the Design and Construction Contract Specialists if you are having SIGMA VSS issues. Please include your SIGMA ticket number and any supporting documentation (i.e., screenshots) to Anne Watros (WatrosA@michigan.gov) and Don Klein (KleinD4@michigan.gov).
- You may be asked by our contract specialists to email your bid response. Emailed submissions will require

DCD approval and will be handled on a case-by-case basis.

- Approved emailed submissions MUST be received prior to 2:00 p.m. deadline to be considered responsive and responsible.
- Bid Responses should not be emailed to the Project Director.

5% Bid Security: ☒ Required ☐ Not Required

NIGP CODES: 92588, 91275, 91313, 98814, 98815, 91327

ACCEPTING QUESTIONS UNTIL:

Please do not submit online questions via SIGMA VSS. ALL questions should be emailed to Zane Hyrkas, PE at zane.hyrkas@ohm-advisors.com no later than 2:00 p.m., Eastern on Thursday, January 19, 2023.

Documents may be obtained from:	https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService
PSC/Agency: OHM Advisors Phone: 906-482-0535	Address: 424 Hancock Street, Hancock, Michigan 49930 Email: deana.wuori@ohm-advisors.com
	Approved by:

State of Michigan

Department of Technology, Management and Budget
State Facilities Administration
Design and Construction Division

DCSPEC
Bidding and Contract Document
Minor Projects

File No. 751/17425.JBB
DTMB/DNR
Clowry Grade – Bridges 2 & 3 Repairs
Marquette County, MI

December 16, 2022

BID SUMMARY

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
3111 W. St. Joseph Street
Lansing, Michigan 48917

Bids must be submitted electronically at: https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

FILE NUMBER 751/17425.JBB	DEPARTMENT/AGENCY DTMB/DNR	
CONTRACT TIME(S) Substantial Completion: 9/15/2023 Final: 10/15/2023	PROJECT NAME Clowry Grade - Bridges 2 & 3 Repairs	LOCATION Marquette County, MI
BID OPENING DATE Wednesday, January 25, 2023 at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: **Attend Mandatory Prebid Meeting**	

SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS.
BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.

FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER and E-MAIL ADDRESS
☐ Qualified Disabled Veteran	**SIGMA VENDOR NUMBER** (protected information required for processing payments)
BIDDER'S SIGNATURE AND TITLE DATE	WITNESS' SIGNATURE DATE

By signing this bid above, bidder certifies their enclosed Qualified Disabled Veteran and Michigan-Based Business Certifications.

BASE BID FROM BID SCHEDULE (Include specified Allowances):

_____Dollars $_____
(use words) (in figures)

A PERFORMANCE BOND AND A PAYMENT BOND ARE REQUIRED FOR ALL BIDS OVER $50,000.00. EACH BID MUST BE ACCOMPANIED BY A FIVE (5) PERCENT BID GUARANTEE. BUILDERS RISK INSURANCE IS REQUIRED TO BE PROVIDED BY THE CONTRACTOR UNLESS OTHERWISE INDICATED IN THE BID DOCUMENTS.

BIDDERS ARE ALSO CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE OTHER CONDITIONS OF THE CONTRACT.

Project Scope of Work:

The project includes, but may not be limited to, rehabilitation of two bridges with replacement or repairs of select piers, columns, pier caps, column caps, deck members, rail members, wearing surface and other miscellaneous structure members, aggregate surface approaches, new wood approach fence and signage, SESC measures to complete the project work and other miscellaneous tasks.

The Bidder must figure its Base Bid on the specified, or Addendum-approved, materials and equipment **only**. No “or equal” or substitution proposals will be permitted after Bid opening, except as provided in the General Conditions.

Addenda: Bidder acknowledges receipt of Addenda: No. ___ dated: _____, No. ___ dated: _____ No. ___ dated: _____

BID SCHEDULE

Base Bid Schedule - The Bidder will complete the Work and accept as full payment, for the Work items listed, the following Unit Prices and/or Item Bid Prices, as applicable:

Base Bid Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1	1 LS	Bridge #2		
2	1 LS	Bridge #3		
3		**ALLOWANCE AMOUNT**	**$20,000.00**	**$20,000.00**
TOTAL (This amount should equal the Base Bid amount on the Bid Summary Form)				**$**

Base Bid (Sum of Item Bid Prices for all Base Bid Items):

_____ Dollars $_____

(use words) (in figures)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design & Construction Division

Qualified Disabled Veteran (QDV) Business Representation

'Qualified Disabled Veteran,' means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.

'Qualified Disabled,' means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it IS _____, a qualified disabled veteran.

The contractor represents and warrants that the company meets the above (when checked) and has attached supporting documentation per the following:

Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241.3 shall include a DD214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

Fraudulent Certification as a Qualified Disabled Veteran may result in debarment under MCL 18.264.

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application of State Reciprocity Provisions)

To qualify as a Michigan Based Business:

Vendor must have, during the 12 months immediately preceding this bid deadline:
or
If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 – 208.145: or
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code: _____)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: (_____).

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN $25,000 and subject to debarment under MCL 18.264.

BID BOND

BID SUBMITTED ON the _____ day of _____, 20____.

Bid Security **is in the form of a Bid Bond _____ Bid Bond form has been duly executed _____; or**

A Bank Certified or Cashier's check ___ or Money Order ___ is attached to this page ____ (***If Bid Security is by Check or Money Order, the original check or money order must be delivered to the issuing office before Bid Due Time. ALL other SIGMA bid submittals are also still to be made).***

If the Bidder is an Individual:

Name of Individual: _____

Name & Title of Person Authorized to sign: _____

Signature: _____
(If not the Individual, Attach Power of Attorney) Date

Doing Business as: _____

Business Address: _____

County of registration _____

Telephone: _____ FAX: _____

If the Bidder is a Partnership:

By: _____
(True Name of the Partnership)

_____
Partner Authorized to Sign Date

Signature: _____
(Attach evidence of Authority to sign) Date

Business Address: _____

County of registration _____

Telephone: _____ FAX _____

If the Bidder is a Corporation:

By: _____
(Legal Corporation Name)

Name & Title of Authorized Officer: _____

Signature: _____
(Attach evidence of Authority to sign) Date

Name & Title of Officer Attesting: _____

Signature: _____
Date

Business Address: _____

Telephone: _____ FAX _____

(State of Incorporation): _____

If The Bidder is A Joint Venture: JOINT VENTURE SIGNATURES MUST BE AS PROVIDED IN INSTRUCTIONS TO BIDDERS. EACH JOINT VENTURER SIGNING THE BID MUST SIGN IN THE MANNER INDICATED FOR AN INDIVIDUAL, A PARTNERSHIP OR A CORPORATION. IF MORE THAN TWO JOINT VENTURERS OF THE SAME TYPE ARE INCLUDED, USE ADDITIONAL PAGES. JOINT VENTURE STATE OF INCORPORATION _____ OR COUNTY OF REGISTRATION _____

POST-BID SUBMITTALS

The PSC will request this submittal after bid opening. Complete and submit these items within two business days after the request.

BIDDER'S EXPERIENCE MODIFICATION RATING (EMR) _____
Attach letter of explanation if the Bidder does not have an EMR.

PROPOSED PROJECT SUPERINTENDENT _____
Attach brief resume or list of similar successful projects.

LIST OF SIMILAR PROJECTS COMPLETED BY THE BIDDER
Please list at least three completed projects of similar size and complexity to the project being bid, with reference contact information

_____

REFERENCE #___

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Scope of Project/Contract: _____

_____

REFERENCE #___

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Scope of Project/Contract: _____

_____

REFERENCE #___

Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Scope of Project/Contract: _____

POST BID SUBMITTALS: LIST OF SUBCONTRACTORS

The Apparent Low Bidder shall nominate for each Division of Specification and/or trade category, the Subcontractor to be awarded Sub-agreements, including the apparent Low Bidder if work is to be self-performed. Nominated subcontractors shall not be removed, replaced, or added to except by written request for good reason, subject to Owner acceptance.

Division, Specification Section and/or Trade	Nominated Subcontractor(s)	Amount of Subcontract
1._____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____
5._____	_____	_____
6._____	_____	_____
7._____	_____	_____
8._____	_____	_____
9._____	_____	_____
10._____	_____	_____
11._____	_____	_____
12._____	_____	_____
13._____	_____	_____
14._____	_____	_____

The undersigned Apparent Low Bidder _____ certifies that all the information and data furnished in this List of Subcontractors are current, accurate and complete as of the date stated below.

Signed by:_____Name_____ Title _____

on this _____ day of _____, 20_____.

PERFORMANCE BOND

SURETY COMPANY REFERENCE No. _____

That "the **Contractor**," _____, a corporation ___, individual ___, partnership ___, joint venture ___ of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars ($_____), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **Owner** for _____ _____, "the Work," covered by the Contract Documents, which are incorporated into this Performance Bond by this reference.

If the **Contractor** faithfully performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during the Correction Period, and if the **Contractor** also performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) releases the Surety of its obligations under this Section 00610 Performance Bond. The Surety expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

B. This Performance Bond must be solely for the protection of the **Owner** and its successors, legal representatives or assigns.

C. It is the intention of the **Contractor** and Surety that they must be bound by all terms and conditions of the Contract Documents (including, but not limited to General Conditions and this Performance Bond). However, this Performance Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Performance Bond is/are illegal, invalid, or unenforceable, all other provisions of this Performance Bond must nevertheless remain in full force and effect, and the **Owner** must be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety must be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs – Insurance Bureau, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, must have at least an A– Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

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

THE **CONTRACTOR**: (Print Full Name and Sign) By:_____

WITNESS _____ Name & Title: _____

Telephone No. _____

THE SURETY: (Print Full Name and Sign) Agent: _____

WITNESS _____ Attorney-in-Fact: _____

Telephone No. _____

PAYMENT BOND

SURETY COMPANY REFERENCE No._____

"the **Contractor**," _____, a corporation ___, individual ___, partnership ___, joint venture ___ of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars ($_____), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **Owner** for _____ _____, "the Work," covered by the Contract Documents, which are incorporated into this Payment Bond by this reference.

If the **Contractor** promptly pays all claimants supplying labor or materials to the **Contractor** or to the **Contractor's** Subcontractors in the prosecution of the Work, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. All rights and remedies on this Payment Bond are solely for the protection of all claimants supplying labor and materials to the **Contractor** or the **Contractor's** Subcontractors in the prosecution of the Work and must be determined in accordance with Michigan Law.

B. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) must release the Surety of its obligations under this Payment Bond. The Surety hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

C. It is the intention of the **Contractor** and Surety that they must be bound by all terms and conditions of the Contract Documents (including, but not limited to this Payment Bond). However, this Payment Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Payment Bond is/are illegal, invalid, or unenforceable, all other provisions of this Payment Bond must nevertheless remain in full force and effect, and the **Owner** must be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety must be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs – Insurance Bureau, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, must have at least an A– Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

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

THE **CONTRACTOR**: (Print Full Name and Sign) By:_____

WITNESS _____ Name & Title: _____

Telephone No. _____

THE SURETY: (Print Full Name and Sign) Agent: _____

WITNESS _____ Attorney-in-Fact: _____

Telephone No. _____

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DIVISION 00

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

SECTION 00010 PRE-BID INFORMATION

1. I**nvitation to Bid (ITB)** – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive **bids electronically through the SIGMA VSS website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService,** for the Clowry Grade – Bridges 2 and 3 Repairs project until 2:00 p.m., ET, on Wednesday, January 25, 2023. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time.

2. **Work Description** – The Work, Clowry Grade – Brides 2 & 3 Repairs, Agency No. 751, DTMB File No.751/17425.JBB includes, but is not necessarily limited to: rehabilitation of two bridges with replacement or repairs of select piers, columns, pier caps, column caps, deck members, rail members, wearing surface and other miscellaneous structure members, aggregate surface approaches, new wood approach fence and signage, SESC measures to complete the project work and other.

   The site is located in Marquette County, Michigan, as shown on the Drawings.

3. **Bidding Documents** – Sets of Bidding Documents may be obtained at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService .

4. **Bid Security** – Each Bid must enclose a duly executed Bid Security, in the amount of five percent (5%) of the Bidder's Base Bid, paid to the "State of Michigan" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government, or a bid bond signed by both the Contractor and authorized surety company. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:*

   State Facilities Administration
   Design & Construction Division
   3111 W. St. Joseph Street
   Lansing, Michigan 48917

   All other Bid information must be submitted via SIGMA as per standard bidding procedure

5. **Pre-Bid Conference** – A mandatory prebid zoom conference will be held on Wednesday, January 11, 2023, at 9:00 a.m. Please e-mail Deana Paoli-Wuori at deana.wuori@ohm-advisors.com to receive an invite to the meeting. Any contractor participating in the conference call needs to e-mail the company name, name of person attending and contact number to Deana Paoli-Wuori at deana.wuori@ohm-advisors.com one day prior to the conference call.

6. **SIGMA VENDOR NUMBER:** If you are bidding a State job for the first time, visit the State of Michigan SIGMA website, https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService, and follow the "SOM VSS User Guide for New Vendors" instructions, located under Forms and Reference Documents. Registration is required for bid submission. **Do not wait until the last minute to submit a proposal**, as the SIGMA system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA system **will not** allow a proposal to be submitted after the proposal deadline, even if a portion of the proposal has been updated.

   Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 373-4111 or (888) 734-9749**.

7. **Equal Employment Opportunity** – Covenants to not discriminate in employment by Contractors, Subcontractors and Suppliers required by Law are contained in Instructions to Bidders and General Conditions and are applicable to the Work and any Sub-agreement under the Contract.

8. **Contract Times** – The Contract Times and the associated liquidated damages are specified in the Contract.

9. **Contact Person** – All requests or inquiries concerning the Bidding Documents, or the Work must be addressed to: Zane Hyrkas, PE, OHM Advisors, zane.hyrkas@ohm-advisors.com or at telephone number (906) 482-0535. Questions will be accepted until Thursday, January 19, 2023 at 2:00 p.m. ET.

10. **Award** – Subject to any agreed extension of the period for holding Bids, Bids must remain valid for acceptance by the Owner for 60 Calendar Days after the date of Bid opening. In addition, the Owner expressly reserves the right, within the Owner's sole discretion, to reject any or all Bids, to waive any irregularities, to issue post-Bid Addenda and re-bid the Work without re-advertising, to re-advertise for Bids, to withhold the award for any reason the Owner determines and/or to take any other appropriate action.

11. **Performance and Payment Bonds –** A performance bond and a payment bond are required for all contracts over $50,000.00.

END OF SECTION 00010

SECTION 00100 INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:** Execute Bid fully and properly. Bid Summary Form (DTMB -0401D) and Bid Form Attachments must be used and completely filled out for the Bid to be considered responsive and meeting the requirements of the contract solicitation. All Bid prices must be printed or typed in both words and figures.

2. **BID CHECKLIST:** Submit Bid Summary Form with original signatures plus Bid Form Attachments in accordance with the electronic bidding procedures on the SIGMA VSS website.

A complete Bid will consist of the following forms, which are included immediately following the Bid Summary Form:

Bids	**SUBMIT THESE Bid Forms and Bid Form Attachments**
All Bids	☐ **Signed** and completed Bid Summary Form (DTMB-0401D).
	☐ Bid Schedule.
	☐ Qualified Disabled Veteran (QDV) Business Representation.
	☐ Bid Security in the amount of 5% of Base Bid Price.

If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:

State Facilities Administration
Design & Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure

	☐ Signature Authorization or copy of the partnership agreement if signed by all partners.
	☐ Exhibit 1 - Byrd Anti-Lobbying
Over $50K	☐ Forms listed under All Bids.
	☐ Payment and Performance Bond (upon issuing the Notice of Award).
Over $100K	☐ Forms listed under All Bids.
	☐ Certification of a Michigan Based Business.
	☐ Payment and Performance Bond (upon issuing the Notice of Award).
Over $250K	☐ Forms listed under All Bids.
	☐ Certification of a Michigan Based Business.
	☐ Payment and Performance Bond (upon issuing the Notice of Award).

Apparent Low Bidders ONLY (upon request from the Professional)

- ☐ Experience Modification Rating (EMR), or a letter stating why the Bidder does not have one.
- ☐ Identification of the proposed project superintendent, with a resume or list of similar projects handled by that individual.
- ☐ A list of at least three (3) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.
- ☐ A list of nominated sub-contractors, including proposed self-performed categories, for each Division/Trade/etc.

3. **BID SUBMISSION**: **Bids must be submitted electronically through the SIGMA VSS website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService**.

4. **BID GUARANTEE:** Each proposal must be accompanied by either a bank certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company (the surety must be listed on the current U.S. Department of the Treasury Circular 570) in the amount of five percent of the base bid payable to the State of Michigan, as a guarantee of good faith. If the successful Bidder fails to furnish satisfactory bonds and insurance within fifteen Calendar Days after Notice of Award, such guarantee must be forfeited to the State as liquidated damages. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to the Issuing Office.* The bid security, exclusive of

bid bonds, of all unsuccessful Bidders will be returned when an award is made or upon substitution of a bid bond. The bid security of the successful Bidder will be returned when the performance bond and labor and material bond are approved.

5. **Left Blank Intentionally**.

6. **MICHIGAN BASED BUSINESS CERTIFICATION**: All Bidders submitting Bids in excess of $100,000.00 must complete the Certification of Michigan Based Business. This information will determine if a Bidder qualifies as a "Michigan" business for purposes of application of reciprocity where applicable.

7. **POST-BID SUBMITTAL: For all projects, the Professional may request a Post-Bid Submittal from the** Apparent Low Bidders. The Apparent Low Bidders must submit to the Professional, within **two** Business Days after receipt of the Professional's request,

   - Experience Modification Rating (EMR), or a letter stating why the Bidder does not have one.
   - Identification of the proposed project superintendent with a resume or list of similar projects managed by that individual.
   - A list of at least three (3) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.

   Failure to provide the submittals may disqualify the Bid.

8. **SIGNATURES:** All Bids, notifications, claims, and statements must be signed as follows:

   (a) **Corporations:** Signature of official must be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the individual signing to bind the corporation.
   (b) **Partnerships:** Signature of one partner must be accompanied by a signed copy of the legal document (e.g., Power of Attorney or partnering agreement) authorizing the individual signing to bind all partners. If Bid is signed by all partners, no authorization is required.
   (c) **Individual:** No authorization is needed. Each signature must be witnessed.

9. **BID PRICES:** The Bidder's Base Bid and Alternate Bid prices must include, and payment for completed Work will compensate in full for: all services, obligations, responsibilities, management, supervision, labor, materials, devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the Drawings and Specifications and as otherwise required to fulfill the requirements of the Bidding Documents. For each Cash Allowance item, the Bidder must include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fees (Bidder's and Subcontractors') to complete Work associated with the material, equipment, or other designated item to be furnished under the Cash Allowance. For each Provisionary Allowance, the Bidder must include, within the Bid, insurance, premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under a Provisionary Allowance.

10. **INSPECTION OF BIDDING DOCUMENTS AND SITE CONDITIONS:** The Bidder must carefully review and inspect all documents referenced and made part of this ITB, site conditions, all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services under this contract. Failure to do so or failure to acquire clarifications and answers to any discovered conflicts, ambiguities, errors, or omissions in the Bidding Documents will be at the Bidder's sole risk.

11. **SAFETY REQUIREMENTS AND LAWS:** The Bidder awarded the Contract must comply with all applicable federal, state, and local Laws including health and safety regulations, environmental protection, permits and licensing.

12. **INTERPRETATIONS AND ALTERATIONS TO THE BID AND BIDDING DOCUMENTS:** All requests for clarification or interpretation of the Bidding Documents, all proposals for any modifications to the Bidding Documents, all requests for information and all other questions or inquiries about the Bidding Documents and/or the Work shall be submitted in writing to the Contact Person identified in the Bid Documents. Requests or inquiries received less than seven Calendar Days before the date of Bid opening will be answered only if (a) the response can be given through an Addendum made available at least seventy-two hours before Bid opening (counting Business Days only), (b) the Bid opening is postponed by Addendum, or (c) the Work is rebid without readvertising following the issuance of post-Bid Addenda.

    Bidders must not rely upon any oral statements or conversations regarding interpretations, clarifications, corrections, additions, deletions or other revisions or information to the Bidding Documents. Any addition, limitation or provision made with or attached to the Bid may render it non-responsive and/or irregular and be a cause for rejection. The Owner reserves the right to issue a post-Bid Addendum after opening the Bids and set a new date for the receipt and opening of sealed Bids. The Bidder acknowledges that any quantities of Unit Price Work given in this ITB are approximate only and payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents.

13. **MODIFICATION OF BID:** The entire bid must be resubmitted on the SIGMA VSS website.

14. BID WITHDRAWAL: Except for timely filed claims of mathematical or clerical errors granted by the State, no Bid may be withdrawn within sixty Calendar Days after the Bid Opening time and date or before the Bid expiration date without forfeiting Bid security. The request to withdraw a Bid due to error must be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening. The claim must describe in detail the error(s), include a signed affidavit stating the facts of the alleged error(s) and request that the Bidder be released from its Bid. The review of the claim and its supporting documents by the State is only for the purpose of evaluating the Bidder's request and must not create duty or liability on the State to discover any other Bid error or mistake. The sole liability of any Bid error or mistake rests with Bidder.

15. OBJECTION TO THE AWARD: A Bidder may file a written protest with the Director-DCD to object to the Apparent Low Bidder. This objection must be filed within seven Calendar Days after the date of Bid opening and must describe in detail the basis for the protest and request a determination. The Director-DCD will either dismiss or uphold the protest and notify the protestor within ten Calendar Days after receipt of the written protest.

16. BID IRREGULARITIES: The following irregularities on any Bid Form or Bid Form Attachment must be resolved as follows:

(a) between SIGMA entry and signed Bid Summary attachment, the signed Bid Summary attachment will be used.
(b) between words and figures, the words must be used.
(c) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder must be used.
(d) between the product, computed by the Bidder, of any quantity and Bid Unit Price and the correct product of the Unit Price and the quantity of Unit Price Work, the product extended by the Bidder must be used.
(e) between a stipulated Allowance and the amount entered, the Allowance must be used.
(f) any mobilization pay item exceeding the maximum specified must be ignored and the Bid must remain unchanged.
(g) if any Bidder fails or neglects to bid a Unit Price for an item of Unit Price Work but shows an "Bid Price" for that item, the missing unit price must be computed from the respective quantity and the Item Bid Price shown.
(h) if any Bidder fails or neglects to show a "Bid Price" for an item of Unit Price Work but bids a unit price, the missing Bid Price must remain as "zero"; and
(i) if any Bidder fails or neglects to enter a Bid Price in both words and figures, the Bid Price printed or typed, whether in words or figures, must be used.

17. CERTIFICATION: The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
(b) Has not had a felony conviction in any state (including the State of Michigan).
(c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid rigging, or a violation of state or federal anti-trust statutes.
(d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
(e) Has not been terminated for cause by the Owner.
(f) Has not failed to pay any federal, state, or local taxes.
(g) Has not failed to comply with all requirements for foreign corporations.
(h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
(i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, that in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
    1. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
    2. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    3. A finding that the bidder failed to pay the wages and/or fringe benefits due within the time period, as may be required by applicable law.
    4. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
    5. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
    6. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
    7. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
(j) Is not an Iran-Linked Business as defined in MCL 129.312.

A false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

18. REJECTION OF BID: The Bidder acknowledges the right of the Owner to reject any Bids and to waive any informality, defects or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if:

(a) the Bid is in any way incomplete or irregular.
(b) the Bidder, Subcontractor or Supplier is not responsible as determined by the Owner.
(c) the Bidder's performance as a Contractor was unsatisfactory under a prior Contract with the Owner for the construction, repair, modification, or demolition of a facility with the Owner, or under any other Contract, which was funded, directly or indirectly, by the Owner.
(d) there are reasonable grounds for believing that collusion or unlawful agreements exists between any Bidders, that a Bidder is interested in more than one Bid, or that the Bid is not genuine.
(e) the Bid exceeds the funds available.

19. MATERIALS AND EQUIPMENT SUBSTITUTION: Any Bidder wishing to use manufacturers or materials other than those specified must submit a written request to the Professional not later than seven days before due date for Bids. Request must be accompanied by product data to permit evaluation and comparison with specified products or materials. The Person submitting the request will be responsible for its prompt delivery. The Professional and the Owner will examine and evaluate the product data and if found acceptable, an Addendum will be issued and mailed or delivered to each Person who has received a set of Drawings and Specifications. All Addenda issued must be made a part of the Contract requirements. Contractor will be responsible for any extra work and expense incurred to satisfactorily and completely incorporating each substitute product into the Project.

20. MICHIGAN PRODUCTS AND RECYCLED PRODUCTS: All Contractors and Suppliers are encouraged to provide Michigan-made products and/or recycled products and/or green products and/or environmentally friendly products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the Contract Documents. The Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.

21. PRE-AWARD PRODUCT SUBMITTALS: If requested, the Apparent Low Bidders must submit a summary of preliminary technical data on each product listed in the technical specifications. The Apparent Low Bidders will furnish this summary data to the Professional within forty-eight hours of the Bid Opening. These submittals will be used to evaluate the Bid before the award. Failure to provide the submittals may disqualify the Bid.

22. CONTRACT AND CONTRACT AWARD: The Owner intends to award a Contract to the responsive and responsible best value bidder, except as provided below relative to veteran's preference.

22.1 Determination of the lowest three Bidders shall be based on the sum of the Base Bid and any additive and deductive Alternates the Owner accepts, in the order in which they are listed only. The Owner will accept an Alternate only if all other previously listed Alternates are also accepted unless acceptance by the Owner of Alternates in a different order does not affect determination of the lowest three bidders in any way.

22.2 The bids will be evaluated for best value based on price and qualitative components by comparing the qualitative components of the three lowest responsive and responsible Bidders. The comparison may also include other Bidders whose bids are within 10% of the lowest responsive and responsible Bidder.

22.3 If a Qualified Disabled Veteran meets the requirements of the contract solicitation, provides acceptable responses to both Part One and Part Two of the Best Value Construction Bidder Evaluation to achieve a Best Value recommendation and with the veteran's preference is the lowest responsive, responsible, best value Bidder, the Owner will award the contract to the Qualified Disabled Veteran bidder. A determination as to whether the requirements of the bid solicitation have been met will be based solely on the Owner's and Professional's evaluation of the Bid Summary, Bid Attachments, Bidder-provided documents, and interview.

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

Example:

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

22.5 The Apparent Low Bidders will be evaluated for responsiveness and responsibility based on the following:

- Compliance with the bid specifications and requirements.
- The Bidder's financial resources.
- The Bidder's technical capabilities.
- The Bidder's technical experience.
- The Bidder's past performance.
- The Bidder's insurance and bonding capacity.
- The Bidder's business integrity.

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.
- Management plans.

22.6 For contracts under $250,000, best value will primarily be based on the lowest responsive and responsible bid.

23. **CONTRACT TIME; LIQUIDATED DAMAGES**: Work of all trades as specified in the Contract Documents must be substantially completed by September 15, 2023, with a final completion date of October 15, 2023, based on Notice-to-Proceed except for minor replacement, correction, or adjustment items which do not interfere with the complete operation and utilization of all parts of the Contract Work. This Contract Time is of the essence and liquidated damages for each Calendar Day that expires after this Substantial Completion of the entire Work must be in the amount of $150.00 per day and liquidated damages for each Calendar Day that expires after the Final Completion Date must be in the amount of $150.00 per day. Liquidated damages are not a penalty, are cumulative and represent a reasonable estimate of the Owner's extra costs and damages, which are difficult to estimate with accuracy in advance.

24. MOBILIZATION: If used in the Specifications/Bid schedule, all the up-front costs incurred by the Contractor must be covered by the mobilization. The costs to establish temporary site offices, to obtain required permits for commencing the Work and for bonds and insurance premiums are examples of costs to the Contractor that are covered by mobilization pay item. This cost must not exceed four percent (4%) of the Base Bid, unless otherwise expressly provided in the Bidding Documents.

25. SOIL EROSION AND SEDIMENTATION CONTROL: All Work under this Contract must meet the storm water management requirements of the Project and comply with the applicable Soil Erosion and Sedimentation Control (SESC) rules and regulations and specific provisions for same within the Contract Documents. SESC measures will be monitored and enforced by the State Facilities Administration, or another authorized enforcing agency if so delegated, through the review of the Contractor's implementation plans and site inspections. State Facilities Administration or the Professional will notify the Contractor in writing of any violation(s) of the applicable SESC statutes and/or the corrective action(s) undertaken by the Owner and may issue stop work orders. State Facilities Administration has the right to assess a fine to the Contractor for noncompliance with the provisions of the Contract Documents and/or SESC regulations applicable to this Work and fines must be in addition to any other remediation costs or liquidated damages applicable to the Project and may exceed the value of the Contract.

END OF SECTION 00100

SECTION 00120 SUPPLEMENTARY INSTRUCTIONS

The provisions of this Section amend or supplement Section 00100 Instructions to Bidders and those other provisions of the Bidding Requirements that are indicated below. All other Bidding Requirements that are not so amended or supplemented remain in full force and effect.

END OF SECTION 00120

SECTION 00200 INFORMATION FOR BIDDERS

1. UNDERGROUND UTILITIES

Information or data about physical conditions of existing Underground Utilities, which have been used by the Professional in preparing the Bidding Documents, is shown, or indicated in the Drawings and technical Specifications and those Underground Utility drawings itemized immediately below.

2. PERMITS, APPROVALS, LICENSES AND FEES

2.1 If the Owner has secured or will secure any permits, approvals and licenses and has paid or will pay any associated charges and fees, any such permits, approvals and licenses are itemized in this paragraph: Joint Permit Application.

2.2 If any permits, approvals, and licenses itemized above have been obtained by the Owner and the fees have been paid, copies of those permits, approvals, licenses, and corresponding fee receipts, are attached to this Section 00200 Information for Bidders.

Except for any permits, approvals, licenses, and fees identified above, the Contractor shall be responsible for all permits, approvals, licenses, and fees applicable to Work.

3. SEQUENCING REQUIREMENTS

Refer to the technical Specifications, including, but not limited to the General Requirements, for information, data, and criteria on sequences of Work restraints, construction, and maintenance of service to existing facilities, which, if provided, must govern the selection of Work sequences. Each Bidder must be responsible for any conclusions or interpretations the Bidder makes related to the selection of sequences and Means and Methods, based on the technical data made available, and/or those additional investigations or studies made or obtained by that Bidder.

4. SUBSURFACE CONDITIONS

In preparing the bidding documents, the PSC used the reports of explorations and tests of subsurface conditions itemized immediately below.

4.1 Information or data contained in those reports that may be properly considered Authorized Technical Data concerning subsurface conditions include (NOTE: All other information or data excluded from the list below represent Non-Technical Information or Data, interpretations, or opinions).

4.2 In preparing the bidding documents, the PSC has not used the following reports of explorations and tests of subsurface conditions itemized immediately below.

5. OTHER PHYSICAL CONDITIONS

5.1 The Drawings and technical Specifications and those drawings itemized immediately below contain information or data that have been used in the preparation of the Bidding Documents, and that may be properly considered Authorized Technical Data concerning physical conditions of existing surface and subsurface facilities.

5.2 The reference documents itemized immediately below have not been used in the preparation of the Bidding Documents and are available for review or purchase. Information and data contained in those reference documents, including, but not limited to dimensions, locations and conditions of existing surface and subsurface structures, roadways, piping, raceways, equipment, etc. may not accurately or reliably reflect actual conditions. Neither the Owner nor Professional warrants that this list identifies all existing relevant documents. ***

END OF SECTION 00200

SECTION 00700 GENERAL CONDITIONS

1. Interpretations: Any requests for clarifications or interpretations of the Contract Documents must be in writing to the Professional, who will issue written clarifications or interpretations as appropriate. If the Contractor believes that such clarification or interpretation justifies an adjustment to the Contract Price/Time, the Contractor must promptly notify the Professional in writing before proceeding with the Work Involved.

1.1 **Standards**: The Contract Documents describe the entire Work. The provisions of the Contract Documents must govern over any standard specifications, manual or code of any technical society, organization, or association but, if lower than the standards set by any Law applicable to the Work or the Project, the higher standards must govern. The Contractor's responsibilities extend to cover Subcontractors and Suppliers if liable as a result of their actions or obligations.

1.2 **Contract Time Computation**: The time to complete the Work must be made in Calendar Days and must include both the first and last day. The first day is established by the Notice-to-Proceed.

1.3 **Technical Specifications and Priority:** The following applies whenever priority is called for in Contract Documents: specifications must govern Drawings; figured dimensions must govern scaled dimensions; detail drawings must govern general drawings; Drawings must govern Submittals.

1.4 **Indemnification:** The Contractor is required to defend, indemnify and hold harmless the Owner and the Professional, their employees, agents, servants, and representatives from and against all claims, suits, demands, actions of whatever type and nature and all judgments, costs, losses and damages, whether direct, indirect or consequential including, but not limited to, charges of architects, engineers, attorneys and others and all court, hearing and any other dispute resolution costs arising from:

(a) any patent or copyright infringement by the Contractor.
(b) any damage to the premises or adjacent lands, areas, properties, facilities, rights-of-way, and easements, including loss of use to the business and property of others as a result of Contractor's operations.
(c) any bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use due to or related to the Work and caused in whole or in part by the Contractor or Subcontractor or Supplier's negligence, omissions, or failure to maintain the required insurance and coverage and,
(d) a failure by the Contractor to appropriately handle Hazardous Materials for the Work or the Contractor's operations in compliance with the Owner requirements and/or applicable Laws and regulations.

The indemnification obligations are not affected by the limitation on the amount and types of damages, compensation or benefits payable by or for the Contractor or Subcontractor or Supplier under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

1.5 **Contract Documents Ownership:** The State is the owner of the Contract Documents. The Contractor, Subcontractor or Supplier must not reuse any of the documents on any other Project without prior consent of the State and Professional. The Professional will furnish on behalf of the Owner at no cost to the Contractor, one (1) electronic copy of the Drawings and Project Manual. If the **Contractor**, or the Contractor's Subcontractors or Suppliers request hard copy sets, reproduction of these documents will be the responsibility of the **Contractor**.

2. GENERAL PROVISIONS

2.1 **Owner:** The Project Director and/or Owner Field Representative will represent the Owner. Neither the Project Director nor the Owner Field Representative has the authority to interpret the requirements of the Contract Documents or to authorize any changes in the Work or any adjustment in Contract Price/Time. The State will provide the necessary easements for permanent structure and permanent changes in existing lands, areas, properties, and facilities. However, the Contractor must obtain, at no increase in Contract Price/Time, permits for any other lands, areas, properties, facilities, rights-of-way, and easements required by the Contractor for temporary facilities, storage, disposal of soil or waste material or any other purpose. The Contractor must submit copies of the permits and written agreements to the Owner. The Contractor must engage a registered land surveyor to establish the necessary reference points and/or base lines for construction and must be responsible for protecting them including benchmarks and Project elevations.

2.2 **Professional:** Acting as the Owner's representative during the Contract Time period, the Professional will endeavor to guard the Owner from Defective work and to keep the Owner informed of the progress of the Work. Unless delegated by specific written notice from the Owner, the Professional and the Professional's representatives do not have the authority to authorize any changes in the Work or any adjustment in Contract Price/Time. The On-site Inspections by the Owner Field Representative and/or the Professional do not relieve the Contractor from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

2.3 **Contractor:** The Contractor must manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination, and attention necessary to provide the Work in accordance with the Contract Documents with a minimum disturbance to or interference to the business operations on site or adjacent properties. The Contractor must assign and maintain a competent full-time **superintendent** on the Work, as its representative, at all times while Work is being done on site and must not be replaced without the Owner's consent. The Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate, or unfit persons, or not skilled in the work assigned to them. The Contractor is solely responsible for his Means and Methods, safety precautions and programs related to safety, the Contractor's failure to execute the Work in accordance with the Contract Documents and any act of omissions by the Contractor, Subcontractor or Supplier. The Contractor must **compare Contract Documents for conflicts**, unworkable or unsafe specified Means and Methods and verify against manufacturer's recommendations for installations and handling and must notify the Professional in writing of the discovery of any such conflicts or errors. The Contractor is required to furnish certifications that lines and grades for all concrete work were checked before and after placing concrete, and that final grades are as required by the Contractor Documents. Wherever required, the Contractor must be responsible for all cutting, fitting, drilling, fixing-up, and patching of concrete, masonry, gypsum board, piping and other materials that may be necessary to make in-place Work and dependent Work fit together properly. The Contractor must restore to pre-existing conditions all walks, roadways, paved or landscaped areas and other real and personal property not designated for alteration by the Contract Documents. The Contractor

must maintain at the site one copy of safety data sheets (SDS) and one copy of all **as built/Record Documents** in good order and annotated in a neat and legible manner to show:

(a) all revisions made,
(b) dimensions noted during the furnishing and performance of the Work, and
(c) all deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

The Contractor must maintain and furnish promptly to the Owner and the Professional upon their request **daily field reports and photos** recording the on-site labor force and equipment (Contractor and Subcontractors); materials/equipment received; visits by Suppliers; significant in-progress and completed trade Work within major areas; and other pertinent information. The Contractor is obligated to act to prevent threatened damage, death, injury, or loss without any special instruction in **emergencies** and must give the Owner prompt written notice of any changes in Work resulting from the action taken for review and approval.

2.4 **Subcontractors and Suppliers:** The Owner assumes no contractual obligations to anyone other than the Contractor. All trade construction Drawings must be field coordinated before fabrication and/or installation. The Owner reserves the right to reject or revoke, for its convenience, any approved Subcontractor/Supplier. Work performed by any Subcontractor or Supplier must be through an appropriate written agreement that:
(a) expressly binds the Subcontractor/Supplier to the requirements of the Contract Documents,
(b) requires such Subcontractor or Supplier to assume toward the Contractor all the obligations that the Contractor assumes toward the Owner and the Professional, and
(c) contains the waiver of rights and dispute resolution provisions.

2.5 **Access to Payroll Records:** The Contractor and its Subcontractors must, to the extent applicable, comply with the Prevailing Wage Rates for the county where the Project is located, and must maintain and keep, in accordance with generally accepted accounting principles, records pertaining to the bidding, award and performance of the Work, including, but not limited to certified payroll, employment records and all data used in estimating the Contractor's prices for the Bid, Change Order, proposal or claim. The Owner or its representative must have access to those records, must have the right to interview the Contractor's employees and must be provided with appropriate facilities for the purpose of inspection, audit/review and copying for five years after final payment, termination, or date of final resolution of any dispute, litigation, audit exception or appeal. The payroll and other employment records of workers assigned to the site must contain the name and address of each worker, correct wage classification, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The Contractor must maintain records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

3. Bonds and Insurance:

3.1 Both the Performance Bond and Payment Bond must remain in effect from the date of Contract Award until final completion of the Work or the end of Correction Period, whichever comes later. The surety bonds required for a Construction Contract will not be accepted by SFA unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. Copies of the current Circular listing may be obtained through the internet web site https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm.

Insurers must have an "A-" A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. Insurance must be provided by insurers authorized by the Department of Insurance and Financial Services (DIFS) to do business as an insurer in Michigan. The insurance company and must attach evidence of the authorization. These certificates must specify the Project File No., Project Title, and a description of the Project. The Contractor agrees that insurance coverage afforded under the policies as such coverage relate to the State under this Contract as determined by the Contractor will not be modified or canceled without at least thirty calendar days prior written notice to the State. The latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) are found at: http://www.ambest.com. The Contractor must not perform any part of the Work unless the Contractor has all the required insurance in full force and effect.

3.2 The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage must be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance must be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES and BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR-DCD CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the Contractor. All such Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY days prior written notice, except for 10 days for non-payment of premium, having been given to the Director-DCD Such NOTICE must include the CONTRACT NUMBER affected and be mailed to the Project Director.

The Contractor is required to provide the type and amount of insurance below:

(a) Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

(b) Vehicle Liability Insurance for bodily injury and property damage as required by law on any auto including owned, hired, and non-owed vehicles used in the Contractor's business.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employers, and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

(c) Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits.

NOTE:
- (i) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer.
- (ii) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and
- (iii) This provision must not be applicable where prohibited or limited by Michigan law.

(d) Employer's Liability Insurance with the following minimum limits:

$1,000,000 each accident
$1,000,000 each employee by disease
$1,000,000 aggregate disease

3.3 **Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the Professional's consultants and agents. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the Owner, Professional and the other additional insureds. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

3.4 **Builder's Risk Insurance:** Unless indicated otherwise in the bid document, the Contractor will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable Work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the Work, only while on the building site premises or within five hundred feet of the site. The property insurance insures the interests of the Owner, Contractor and all Subcontractors and Suppliers at any tier as their interest may appear. The property insurance insures against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan. A copy of the master insurance policy will be available for review by the State, upon request. Any deductible shall be both the option and responsibility of the **Contractor**.

3.5 The Owner and Contractor intend that the required policies of property insurance must protect all the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, to the extent that the insurance company pays claims, the Owner and the Contractor and its Subcontractors/Suppliers waive all rights against each other for any such

losses and damages and waive all such rights against the Professional and all other persons named as insureds or additional insureds.

4. Prosecutions; Substantial Completion:

4.1 The Contractor must not start the Work at the site before the first day established by the Notice to Proceed and/or before all insurance is in effect. A pre-construction conference will be held with the Contractor to review its Progress Schedule, qualifications of its key personnel, its proposed access to the site, traffic and parking, procedures for submittal, change orders, etc., and to exchange emergency contact information. The Contractor must use its accepted Progress Schedule when making proposals or claims for adjustment in Contract Time/Price.

4.2 Except in an Emergency, all Work at the site must take place during normal working hours; 6:00 AM to 6:00 PM, during Business Days and in accordance with the special working conditions for the Agency. If the Contract Documents allow work outside the normal hours, the Contractor must provide a written notice to the Owner twenty-four hours before performing such Work and must reimburse the Owner any related increase in the costs incurred by the Owner such as overtime charges of the Professional and payments for custodial and security personnel.

4.3 If, upon inspection and completion of all pre-requisite testing of the Work, the Contractor considers that a portion of the work or all the Work is substantially completed, it must provide a list of items to be corrected or completed to the Owner and the Professional for joint inspection. Within ten Calendar Days of this joint inspection, the Professional will deliver to the Owner and Contractor a list of incomplete/Defective work or a Certificate of Substantial Completion with a Punch List. The certificate must:
(a) fix a reasonable date of Substantial Completion,
(b) fix a date for completion of the Punch List, and
(c) recommend the division of responsibilities between the Owner and Contractor for utilities, security, safety, insurance, maintenance, etc.

Upon issuing the Certificate of Substantial Completion, the Owner will pay for the completed Work subject to (a) withholding of two hundred percent of the value of any uncompleted Work, as determined by the Professional, and (b) any other deductions as the Professional may recommend or may withhold to cover Defective work, liquidated damages and the fair value of any other items entitling the Owner to a withholding. Prerequisites for Substantial Completion, over and above the extent of Work completion required, include (a) receipt by the **Owner** of operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the **Contractor** for their intended use, and (c) the **Owner** having received all required certifications and/or occupancy approvals from the State and those Political Subdivisions having jurisdiction over the Work. Receipt of all certifications and/or occupancy approvals from those Political Subdivisions with jurisdiction in and of itself does not necessarily connote Substantial Completion. The Contractor must provide all related operating and maintenance (O&M) documentation to the Owner before training if training is required and not later than Substantial Completion otherwise. The Contractor must give the Owner the final O&M documentation (with revisions made after Substantial Completion) before the request for final payment.

4.4 The Owner may decide to use, at its sole option, any functioning portion of the Work and will inform the Contractor in writing of the decision. The portion of Work to be used must be jointly inspected to determine the extent of completion if it has not undergone the inspection for Substantial Completion. The Professional must prepare a list of items to be corrected/completed and the Owner will allow the Contractor reasonable access to correct/complete the listed items and finish other work.

5. Warranty; Tests, Inspections and Approvals; Corrections of Work:

5.1 **Warranty:** The Contractor must furnish the State with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Work within one year from the date of final acceptance by the State. This warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage. Manufacturer warranties for materials and equipment received by the Contractor must be assigned and promptly delivered to the Owner at Substantial Completion. The warranties period starts from the date of the substantial completion and must be in full force and effect for the entire duration of the Correction Period.

Roof Warranty: For roofing systems, the following warranties are required as minimum:

(a) A two-year contractor's warranty against any defects due to faulty materials or labor.
(b) A fifteen-year manufacturer's total system warranty; and
(c) A twenty-year membrane/shingles/tiles warranty.

5.2 **Tests, Inspections and Approvals:** The Owner will perform or retain a professional/agency to perform inspections, tests or approvals for those materials required to meet quality control standards specified in the Contract Documents except for those inspections, tests or approvals specifically designated to the Contractor in the Contract Documents. However, the Contractor must assume full responsibility for any testing, inspection, or approval.

(a) required to meet code requirements, as promulgated by code inspecting authorities.
(b) required by Law.
(c) indicated or required by the Contract Documents as designated to the Contractor.

(d) required for the Professional's acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the Contractor; or

(e) Defective work, including an appropriate portion of the Delay and costs occasioned by discovery of Defective work. The Contractor must (a) pay all related costs; (b) schedule related activities; and (c) secure and furnish to the Professional the required certificates of inspection, testing or approval. The Contractor must provide proper and safe access to the site for inspection, testing or approval. The Contractor must provide the Professional a timely notice whenever any Work is ready for inspection, testing or approval. If the Contractor covers any Work without proper approval by the Professional as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose, or otherwise make available, when requested by the Professional or Owner, for testing, inspection, or approval of the covered Work.

5.3 **Correction of Work:** If any testing, inspection, or approval reveals Defective Work and the Work is rejected by the Professional, the Contractor, at its sole expense, must promptly, as directed, correct, or remove the Defective Work from the site and replace it with non-Defective Work within the Correction Period. The Contractor must bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or removal and replacement of Defective Work. If the Contractor, within reasonable and agreed upon time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the Owner, directly or through others, after seven Calendar Days from the date of the written notice to the Contractor, may correct and remedy the Defective Work. To the extent necessary to correct and remedy such Defective Work, the Owner must be allowed to exclude the Contractor from all or part of the site; take possession of all or part of the Work and stop related operations of the Contractor; take possession of the Contractor's tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the Owner has paid the Contractor. The Contractor must allow the Owner and the Professional easy access to the site to correct such Defective Work. The Owner must be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages, and Delay incurred or sustained by the Owner which are attributable to the Contractor. Such costs may include, but not limited to, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the Professional. If the discovery of the Defective Work takes place after final payment and the Contractor fails to correct and pay the Owner any of these costs, the Owner must demand due performance under the Performance Bond. Until the period of limitation provided by Michigan Law, the Contractor must promptly, and upon receipt of written notice from the Owner, correct Defective Work. In the event of an Emergency or unacceptable risk of loss or damage or if appropriate under the circumstances, the Owner, directly or through others under contract with the Owner, may correct or remove and replace the Defective Work. The specified correction of Work requirements has no limitation on the rights of the Owner to have Defective Work corrected or removed and replaced, if rejected, except as otherwise provided by the Michigan Law.

5.4 **Special Correction Period Requirements:** Whenever the Owner undertakes any portion of the Work because the Contractor's act or omission Delays completion of the Work or it is eligible for Partial Use, the warranties for all materials and equipment incorporated into that portion of the Work must remain in full force and effect between the start of such Partial Use and the date when the Correction Period starts. The Correction Period for any Defective Work that is corrected or rejected and replaced within the last three months of the Correction Period must be extended by an additional six months, starting on the date such Work was made non-Defective.

5.5 **Special Maintenance Requirements:** If the Contract Documents specify that the entire Work, or a portion of the Work, upon reaching Substantial Completion, must not be placed in use by the Owner, the Contractor must maintain the Work, or specified part of the Work, in good order and proper working condition and must take all other actions necessary for its protection between the certified date of Substantial Completion and the date when the Work, or designated part of the Work, is placed in use. If no separate price for such special maintenance period was requested and made part of the Contract Documents, the Owner will amend the Contract Documents to appropriately increase the Contract Price.

6. Changes:

6.1 **Changes in the Work:** The Owner may, at any time, without notice to sureties, make any changes bilaterally or unilaterally, by a written Change Order, in the Work within the general scope of the Contract, including but not limited to changes in the Specifications, materials, or Contract Time. In a bilateral change order, the Owner may direct the Professional to prepare a Bulletin describing the change being considered. Upon receiving the Bulletin, the Contractor establishes the cost and returns it to the Professional for review within 15 calendar days. The Contractor's proposal must be irrevocable for 60 Calendar Days after it is submitted to the Professional. If the Professional recommends acceptance of the Bulletin and the Owner agrees with the changes, the Owner issues a written bilateral Contract Change Order to amend the Contract Documents. However, the Owner may issue a unilateral Change Order if the Owner and Contractor are unable to agree on the adjustment in Contract Price or Time. If the Contractor disagrees with such unilateral Contract Change Order, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process.

6.2 Differing Site Condition: The Owner does not warrant that any technical data, including the Project reference points, provided by the Owner is necessarily sufficient and complete for the purpose of selecting Means and Methods, initiating, maintaining, and supervising safety precautions and programs or discharging any other obligation assumed by the Contractor under the Contract Documents. If different or unknown site conditions are discovered, the Contractor must notify the Owner in writing before the conditions are disturbed or before proceeding with the affected Work. Upon review, if the Owner decides to agree with the differing site conditions, with the Professional's advice, the Owner may issue a written Contract Change Order to amend the

Contract Price or Time through the Bulletin authorization process. If the Owner decides to disagree with the Contractor and the Contractor disagrees with the Owner's decision, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process. No proposal or claim by the Contractor due to differing site conditions will be allowed (a) if the Contractor knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the Contractor, as Bidder, was made responsible under the Bidding Requirements and/or (b) unless the Contractor's written notice is provided within not more than 21 days after the contractor first recognizes the condition giving rise to the proposal or claim and gives the Owner adequate opportunity to investigate the asserted differing site conditions. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with the initial notice shall be delivered to the Professional and Owner within 15 days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

6.3 Responsibilities for Underground Utilities: The Contractor must comply with the 1974 PA 53, as amended, MCL 460.701 et seq., and all other Laws concerning Underground Utilities. Before performing site Work, all Underground Utilities, lines, and cables (public and private) must be located and marked. The Contractor must notify MISS DIG to locate and mark utilities on properties that are not State properties. In addition, the Contractor must be responsible for immediately notifying the Owner of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing any damage done to any Work, surface, and subsurface facilities. If the Contractor encounters Underground Utilities that inaccurately located by the Contract Documents or not previously located/marked, which could not be reasonably have been seen, the Owner may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process.

6.4 Hazardous Material Conditions: If the Contractor encounters material reasonably believed to be Hazardous Material, which was not described in the Drawings and/or Specifications and was not generated or brought to the site by the Contractor, the Contractor shall immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions in accordance with all federal, state, and local laws. Upon receipt of the notice, the Owner will investigate the conditions and (a) may stop the Work and terminate the affected Work or the Contract for convenience; (b) may contract others to have the Hazardous Material removed or rendered harmless or (c) issue a written Contract Change Order to amend the Contract Price/Time through the Bulletin authorization process. If the Hazardous Material is brought to site by the Contractor or as a result in whole or in part from any of its violation of any Law covering the use, handling, storage, disposal of, processing, transport and transfer or from any other act or omission within its control, the Contractor is responsible for the Delay and costs to clean up the site, remove and render harmless the Hazardous Material to the satisfaction of the Owner, State and all Political Subdivisions with jurisdiction.

6.5 Incidents with Archaeological Features: The Contractor must immediately notify the Owner in writing of any Archeological Feature deposits encountered at the site and must protect the deposits in a satisfactory manner. If the Contractor encounters such features, which result in an anticipated change to the Contract Price/Time, the Owner may issue a written Contract Change Order through the Bulletin authorization process.

6.6 Unit Price Work: Quantities as listed have been carefully estimated but are not guaranteed. The Owner reserves the right to increase or decrease the quantities of the Work to be performed at the Unit Price by amounts up to 20 percent of the listed estimated quantities. For Unit Price Work, the Contractor must promptly inform the Professional in writing if actual quantities differ from the estimated quantities for any item. For quantities over 120% or below 80% of the estimated quantity, the Owner may negotiate a Unit Price with the Contractor, or direct a unilateral change, or bid that Work under separate contract. Any adjusted Unit Price agreed upon by the Owner will only apply to the actual quantities above 120% or below 80% of the estimated quantity. No adjustment due to quantity variations must be allowed (a) unless the Contractor met the notice requirements, or (b) if any Unit Price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced Unit Prices, etc.). If a dispute arises between the Owner and the Contractor on the adjusted Unit Price, the Contractor must carry on the Work with due diligence during the disputes/disagreements.

6.7 Cash Allowances; Provisionary Allowances: The Contractor must obtain the Professional's and Project Director's written acceptance before providing materials, equipment, or other items covered by Cash Allowance. Work authorized under any Provisionary Allowance may consist of (a) changes required by actual conditions, as determined by the **Professional**, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents.

6.8 Changes in Contract Price:

6.8.1 The Contractor's proposals or claims for Work Involved must detail all affected items of Work, whether increased, revised, added, or deleted, and must be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor man-hours; (b) corresponding itemized cost of Work Involved; (c) materials and equipment cost including transportation, storage, and suppliers' field services; and (d) Fee.

6.8.1.1 No proposal or claim by the Contractor on account of any asserted change not issued as a Bulletin by the PSC or Owner, shall be allowed unless initiated by written notice of such proposal or claim to the Professional and Owner within 21 days after the occurrence of the event giving rise to the proposal or claim. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with the initial notice shall be delivered to the Professional and Owner within 15 days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

6.8.2 For Contractor's proposals or claims for adjustments in Contract Price arising from Delays, the Contractor's estimates must be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of related information include labor manpower levels, production data and Progress Schedule revision.

6.8.3 If the Contract Documents use lump sum or Unit Prices for the Work Involved, those prices must be used in estimating the price change. Otherwise, the Owner may direct the Contractor to proceed (a) on a negotiated lump sum; or (b) on an actual cost basis with or without a guaranteed maximum; or (c) through a unilateral Change Order on a lump sum basis or a not-to-exceed basis, based on the Professional's estimate of the anticipated Cost of the Work Involved and a fee. Items making-up the Cost of the Work Involved must be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, subcontract costs, material and equipment costs, construction equipment costs and general conditions costs.

6.8.4 In estimating any additional cost by the Contractor or its Subcontractor, the rates for the craft labor man-hour used in estimating changes in Contract Price must not exceed the rates in Means Cost Data (Means) or other cost guide acceptable to the Owner. If the rates exceed the acceptable cost guides, the Contractor must provide proper justifications acceptable to the Professional and the Owner. The payroll costs may be used to quote a Bulletin. However, the payroll costs must include wages, labor burdens and a factor for field supplies and purchase costs (less market values if not consumed) of tools not owned by the workers. Labor burdens must be certified by an authorized financial representative of the Contractor and may include social security, unemployment, taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than $1,000.00) must not exceed 4% of the wages without burdens, unless detailed data, which supports higher costs, is provided. Rates for owned, rented, or leased construction equipment must be in accordance with the contract price rates. Otherwise, the appropriate hourly, daily, weekly, or monthly rates listed in Means must be used. However, if the total rental or lease cost of an item to the Project exceeds the reasonable purchase price of the rented or leased item, the Owner reserves the right to pay only the purchase price of the item and take title to the item. Operating cost must not exceed the hourly operating rate in Means and for multiple shifts, rates must not exceed the shift work adjustments recommended in the cost guide.

6.8.5 The cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of the furnishing and/or performance of the additional Work Involved or are required due to an extension in Contract Times or Delays. Such costs may include payroll costs of personnel, temporary facilities at the site, liability insurance and bond premiums, Subcontractors, royalty payments and fees for permits and licenses and taxes on the Work Involved.

6.8.6 A contractor or subcontractor who performs the Work may charge a fee of up to 15% of the cost of Work involved for overhead and profit. Contractor may charge a mark-up fee of up to 5% of its Subcontractor's cost excluding fees if the Work is performed by the Subcontractor. If Work is to be performed by lower tier subcontractor(s), intermediate subcontractors and the Contractor must share a fee of up to 5% of the lowest tier subcontractor's cost excluding fees. The total mark-up fees for the Work must not exceed 20% of the lowest tier subcontractor's cost excluding fees. If the adjustment to the Contract Price incorporates a contractor reservation of rights to claim additional adjustments, the fees must be reduced by one-third. Contractor's administrative costs and home office overhead must be non-reimbursable expenses covered by the Fee for the Work.

6.9 Changes in Contract Time:

6.9.1 If a justified extension beyond the Contract Time is not reasonably anticipatable under the circumstances, the Owner may approve an extension to the Contract Time through the Bulletin authorization process at no additional cost to the Owner. Examples of events that may justify an extension in the Contract Time include acts of God; acts of the public enemy; fires; floods; and strikes.

6.9.2 If, at any time during the life of this Contract, the Contractor finds that for reasons beyond its control, it will be impossible to complete the Work on or before the Contract completion date, a written request for a change to the Contract extending the time of completion must be submitted. Such a request must set forth in precise detail the reasons believed to justify an extension and must be in such format as the State may require.

6.9.3 When submitting a quotation for a Contract change authorization for extra work or change in plans, the Contractor must include as part of the quotation, a statement requesting any extra time necessary to complete the related Work. Lack of such a statement will serve as notification that the extra time will not be required to complete the Contract work and will waive the right to a later claim. The Owner will not pay additional compensation to the Contractor for performing Contract Work during any extension period granted.

6.9.4 If the Progress Schedule and the funding allow for an early completion date, the Contractor may submit to the Owner for approval, a request to shorten the Contract Time. If approved by the Owner, the new Contract Time applies to the Project and liquidated damages, if any, will be assessed for any delays after the new completion date.

6.10 Price Reduction for Defective Cost or Pricing Data: Whenever the Contractor signs a proposal for a change in the Contract or claim settlement, the Contractor will be deemed to have certified on behalf of itself, Subcontractors and Suppliers, to its best knowledge and belief that the proposal and its contents (a) were made in good faith and are consistent with the facts and the provisions of the Contract; and (b) are current, complete, and accurate. If the Contract Price/Time is increased by any Change

Order, claim or dispute settlement because the Contractor, Subcontractor or Supplier, at any tier, represented or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price must be correspondingly reduced by Change Order. If there is a good cause to doubt the Contractor's compliance with the Defective cost and pricing data requirements, the Owner must be entitled to make an appropriate withholding from any payment otherwise owed to the Contractor.

7. Payments

7.1 **Schedule of Values:** The Schedule of Values must be approved by the Professional and accepted by the Owner and must divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. As required or as noted in Division 1, the accepted Schedule of Values must be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities. It must tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs must include appropriate sums for construction equipment costs, general conditions costs, administrative costs, and profit, unless separate pay items are itemized for those costs. The Schedule of Values must include two percent of the Contract Price for each of the following close-out pay items: (a) fire safety inspection, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) manufacturer warranties, finalized operating and maintenance documentation, Owner training documentation, and test and balance reports, and (c) finalized as built/Record Documents.

7.2 **Requests for Payment:** Not more than once every thirty Calendar Days, the Contractor may submit to the Professional a Request for Payment on the Owner's form signed by the Contractor certifying Work completed and enclosing all supporting documentation. A draft copy of the payment request must be submitted to the Owner Field Representative for review and comments. For projects under $50,000, the Contractor may not submit more than two requests in addition to the final payment request. Each Request for Payment must certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment must include amounts for a Subcontractor or Supplier if the Contractor does not intend to use the payments requested, when received, to reduce the Contractor's outstanding obligations on the Work. The Owner will pay the Contractor within thirty Calendar Days after the Owner receives and approves a certified Request for Payment from the Professional. The Contractor will provide a certification in writing that the payment request submittal is true and accurate. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also must be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the Owner's interests. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the Owner free and clear of all liens no later than at the time of payment by the Owner to the Contractor.

7.2.1 **Electronic Funds Transfer:** The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

7.3 **Review of Request for Payment; Intent of Review:** Within ten Calendar Days after receipt of a Request for Payment, the Professional must certify to the Owner the amount the Professional determines to be due or must return the Request for Payment to the Contractor indicating the reasons for withholding certification. The Professional's certification of any Request for Payment constitutes a representation to the Owner that the Work has progressed to the point indicated; that to the best of the Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. In the case of final payment, the Professional's certification of final payment and recommendation that the Work is acceptable must be a further representation that conditions governing final payment to the Contractor have been met.

7.4 **Refusal to Make or to Recommend Payment:** The Owner may withhold from any payment an amount based on the (a) Professional's refusal to recommend payment or (b) Owner's estimate of the fair value of items included in the payment request. The Owner will give the Contractor reasonably prompt written notice supporting such action. The Professional may refuse to recommend any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the Professional may consider necessary to protect the Owner from loss because:

(a) the Work is Defective or completed Work has been damaged requiring correction or replacement,
(b) the Contract Price has been reduced by Change Order,
(c) it has been necessary that the Owner correct Defective Work or complete Work,
(d) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time,
(e) the Contractor failed to comply with any material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or as built/Record Documents when due,
(f) stored materials for which payment has been made or is sought has been determined by the Professional or the Owner Field Representative to be damaged or missing, or

(g) the Professional reasonably believes or knows of the occurrence of an event justifying termination for cause.

7.5 **Request for Final Inspection:** The Contractor must complete the Substantial Completion Punch List within the Contract Time and date. The Contractor must assemble all required documentation before requesting final inspection in writing. The Contractor may request final inspection of the entire Work, or the part of the Work for which final payment is specified in the Contract Documents. Upon this written notice, and if deemed appropriate by the professional, the Professional will make a final completion inspection with the Owner and Contractor and notify the Contractor of all incomplete or Defective Work revealed by the Final Inspection. The Contractor must immediately correct and complete the Work.

7.6 **Close-out Documents:** The Contractor must prepare and submit the following documentation before requesting final inspection or final payment: final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, as built/Record Documents, release of payment claim forms, and all other required documents.

7.7 **Request for Final Payment:** The Contractor may request final payment after correcting or completing the Work to the satisfaction of the Professional and delivering close-out documentation (7.6). The Contractor's request for final payment must also enclose:

(a) evidence of completed operations insurance and an affidavit certifying that the insurance coverage will not be canceled, materially changed, or renewal refused,
(b) an affidavit certifying that the surety agrees that final payment does not relieve the surety of any of its obligations under the Performance Bond and Payment Bond,
(c) a completed DTMB-0460 Form close out checklist,
(d) a list of all pending insurance claims arising out of or resulting from the Work being handled by the Contractor and/or its insurer
(e) Contractor's 'Guarantee and Statement' (DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the Owner in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the Owner to indemnify the Owner against any payment claim.

7.8 **Final Payment and Acceptance:** If the Professional is satisfied that the entire Work, or the part of the Work for which final payment is specified in the Contract Documents, is complete and the Contractor's other obligations under the Contract Documents has been fulfilled, the Professional will furnish to the Owner and Contractor the Professional's certification of final payment and acceptance within thirty Calendar Days after receipt of the final payment request. If the Professional is not satisfied, the Professional will return the request to the Contractor indicating in writing the reasons for not certifying final payment. If the final payment request is returned, the Contractor must correct the deficiencies and re-request final payment. If the Owner concurs with the Professional's certification of final payment the Owner will, within thirty Calendar Days after receipt of the Professional's certification of final payment, pay the balance of the Contract Price subject to those provisions governing final payment specified in the Contract Documents. If the Owner does not concur with the Professional's determination, the Owner will return the request for final payment to the Contractor with written reasons for refusing final payment and acceptance.

7.9 **Contractor's Continuing Obligation:** The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the Contractor from its obligation to perform and furnish the Work in accordance with the Contract Documents:

(a) a certification by the Professional of any Request for Payment or final payment.
(b) the issuance of a Substantial Completion certificate.
(c) any payment by the Owner to the Contractor.
(d) any Partial Use.
(e) any act of acceptance by the Owner or any failure to do so.
(f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal.
(g) any review of a Progress Schedule.
(h) any On-Site Inspection.
(i) any inspection, test, or approval.
(j) any issuance of a notice of acceptability by the Professional; or
(k) any correction of Defective Work or any completion of Work by the Owner.

7.10 **Waiver of Claims:** The making of final payment does not constitute a waiver by the Owner of any rights as to the Contractor's continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the Owner against the Contractor still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the Contractor to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law. The acceptance of final payment will constitute a waiver of all claims by the Contractor against the Owner, other than those claims previously made in writing, on a timely basis.

8. Other Work: During the Contract Time, the Owner may self-perform or Contract for other work at the site. By doing so, the Owner or its representative will coordinate the operations of the Contractor and the other work. Whenever the other work interfaces with the Contractor's Work on site, the Contractor must coordinate its activities with the interfacing work, inspect the other work and promptly report to the Professional in writing if the other work is unavailable or unsuitable. The Contractor's

failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work. The Contractor must provide proper and safe access to the site for handling, unloading and storage of their materials and equipment and for the execution of the other work. The Contractor must do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. If the Contractor becomes party to a dispute or claim due to damages caused to its Work/property or other work/their property, the Contractor must promptly attempt, without involving the Owner or the Professional or their agents, to settle with the other party by agreement or otherwise resolve the claim. If the Owner determines that the other work resulted in a delay to the Work to be performed by the Contractor and such delay justifies a Change Order, the Owner will authorize the necessary adjustment in Contract Price and/or Time.

9. Stop Work Orders and Suspension of Work: The Owner may order the Contractor in writing to defer, stop, suspend, or interrupt all or part of the Work, in the event any of the following situations:

(a) any Work is Defective,
(b) any Work, when completed, will not conform to the Contract Documents,
(c) any materials or equipment are unsuitable,
(d) any workers are insufficiently skilled,
(e) failure of the Contractor to implement appropriate measures for the SESC, or
(f) as the Owner may determine appropriate for its convenience. The Contractor is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work must be submitted within twenty-one Calendar Days of knowing the extent of Delays and before submitting the final payment.

10. Termination:

10.1 **Termination for Breach**: The Owner may elect to terminate all or any part of the Work if:

(a) the Contractor fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).
(b) the Contractor persistently disregards the authority of the Professional or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction.
(c) the Contractor admits in writing, or the Owner otherwise establishes, the Contractor's inability or refusal to pay the Contractor's debts generally as they become due.
(d) in response to the Owner's demand, the Contractor fails to provide adequate, written assurance that the Contractor has the financial resources necessary to complete the Work within the Contract Time.
(e) the Contractor fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.
(f) at any time, the Contractor, Subcontractor or Supplier is in violation of unfair labor practices prohibited by Section 8 of Chapter 327 of the National Labor Relations Act, 29 U.S.C. 158; or
(g) the Contractor violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the Contractor’s right to complete the Work.

Within seven Calendar Days after the Contractor receives a notice requiring assurance of due performance for any of the above occurring non-conformances, the Contractor must meet with the Owner and present the Contractor’s plan to correct the problems. If the Owner determines that the Contractor’s plan provides adequate assurance of correction, that determination does not waive the Owner's right to subsequently default the Contractor or affect any rights or remedies of the Owner against the Contractor and/or surety then existing or that may accrue in the future. The Owner, after giving the Contractor and surety seven Calendar Days’ written notice of intent to default, may declare the Contractor in default and terminate the services of the Contractor for cause. Unless otherwise agreed between the Owner and Contractor, at the expiration of the Seven-Calendar Day (intent to default) period, the Contractor must immediately stop all Work and proceed in accordance with the Owner’s instructions. Following the expiration of the Seven-Calendar Day (intent to default) notice, the Contractor will be sent a default letter – notice of termination for cause. The Owner will issue a Contract Change Order to revise the name of the contract party to the name of the surety company. The surety company must undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the Contractor, either through the surety's agents or by executing agreements with qualified contractors (excluding the Contractor and any of the Contractor's affiliates), or both.

The Owner may issue a fifteen-Calendar Day notice of intent to default the surety company if they fail to execute in a timely manner the completion of the Contract Work. Without an adequate plan of correction, the Owner may issue a notice of termination for cause letter to the surety. If a termination of the contract with the surety occurs, the Owner reserves the right to complete the Work.

If the Owner has terminated the Contractor, any such termination will not affect any rights or remedies of the Owner against the Contractor or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work must remain in full force and effect after a termination for cause of the Contractor or default of the surety, or both. The Owner may, in its sole discretion, permit the Contractor to continue to perform Work when the Contractor is in default or has been defaulted. Such decision by the Owner in no way operates as a waiver of

any of the Owner's rights under the Contract Documents or Performance Bond, nor in the event of a subsequent default, entitle the Contractor or surety to continue to perform or prosecute the Work to completion.

10.2 **Termination on Non-Bonded Project**: For non-bonded projects, the Owner will follow the termination protocol in Paragraph 10.1 without involving a surety.

10.3 **Termination for Convenience of the Owner**: Upon fifteen Calendar Days' written notice to the Contractor and surety, or sooner if reasonable under the circumstances, the Owner may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Contract in whole or in part, as the Owner may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor must immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination. In such termination, the Contractor must be paid in accordance with the terms of this Contract for only services rendered before the effective date of termination. Upon termination for convenience, the Contractor must be released from any obligation to provide further services and the Owner must have full power and authority to take possession of the Work, assume any agreements with Subcontractors and Suppliers that the Owner selects, and prosecute the Work to completion by Contract or as the Owner may deem expedient.

10.4 **Termination for Lack of Funding:** If expected or actual funding is withdrawn, reduced, or limited in any way before the completion date set forth in this Contract or in any amendment, the State may, upon written notice to the Contractor, terminate this Contract in whole or in part in accordance with Paragraph 10.3.

11. Disputes: All claims, counterclaims, disputes, and other matters in question between the Owner and Contractor arising out of or relating to the Contract Documents must be submitted in writing to the Professional and otherwise processed and resolved as provided in this Article. *Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time*. The Contractor must carry on the Work with due diligence during all disputes or disagreements. Work must not be delayed or postponed pending resolution of any disputes or disagreements. The Contractor must exercise reasonable precautions, efforts, and measures to avoid situations that would cause delay.

11.1 **Notice of Claim**: Except for Owner claims for liquidated damages, no claim is valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days of the event giving rise to the claim. The notice must state the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data must be delivered within thirty (30) Calendar Days after the initial notice unless the Professional allows an extension by written approval. A claim by the Contractor must be submitted to the Professional and Project Director for a recommendation or decision from the Professional. A claim by the Owner must be submitted to the Contractor and the Professional for a written recommendation or decision by the Professional. The Owner reserves the right to audit any Contractor claim (or claim package) that the Contractor values at more than $50,000.00. Pending final resolution of any claim under this Article, the Contractor must proceed diligently with the Work and comply with any decision of the Owner and/or Professional. For all Contractor claims seeking an increase in Contract Price or Contract Time, the Contractor must submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the Contractor is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the Contractor's best knowledge and belief. The affidavit must be signed in the same manner as required in Item 6 of Section 00100.

11.2 **Recommendations or Decisions from the Professional:** For claims under $100,000.00, if requested in writing by the Contractor, the Professional will render a recommendation or decision within thirty Calendar Days after the request and the Owner will issue, if necessary, a determination within thirty Calendar Days after the Professional's recommendation or decision. For claims exceeding $100,000.00, the Professional will issue its recommendation or decision and the Owner, if necessary, will issue its determination, within sixty Calendar Day.

If the Professional denies a Contractor claim or agrees with an Owner claim, that decision must be final and binding on the Contractor, without any determination by the Owner, unless the Contractor files a request for a presentation with the Director-DCD within thirty Calendar Days. To the extent that any recommendation from the Professional is partly or wholly adverse to a claim from the Owner, that determination must be final and binding on both the Owner and Contractor unless either party files a request for a presentation with the Director-DCD within thirty Calendar Days. If the Professional recommends payment of any Contractor claim which increases the Contract Price, that recommendation is subject to the Owner’s written approval. In the event any such determination from the Owner is partly or wholly adverse to the preceding recommendation from the Professional, that determination must be final and binding on the Contractor unless the Contractor files suit in the Michigan Court of Claims within thirty Calendar Days after receipt of such determination. The claim is waived if not made in accordance with these requirements.

If either the Contractor or Owner is not satisfied with any decision of the Professional on a claim, that party must, within thirty Calendar Days of receiving that decision, file a written appeal with complete supporting documentation with the Director-DCD. The Director-DCD has discretion concerning the allowability of evidence submitted and is not bound to any rules of evidence.

If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the Director-DCD, at the Director-DCD's sole option, must specify in which forum the dispute must be conducted by issuing a written determination to the Contractor that the dispute if the Contractor so elects, be submitted in writing to the Michigan Court of Claims. The Director-DCD's determination on the dispute is final and binding on the Contractor unless the Contractor files a lawful action in the Michigan Court of Claims within thirty Calendar Days after receiving the Director-DCD's determination. After settlement or final adjudication of any claim, if payment by the Contractor is not made to the Owner, the Owner may offset the appropriate amounts against (a) payments due to the Contractor under any other Contract between the Owner and the Contractor, or (b) any amounts for which the Owner may be obligated to the Contractor in any capacity. The Director-DCD may designate someone to fulfill the Director-DCD's duties under these terms and conditions.

END OF SECTION 00700

SECTION 00750 SPECIAL WORKING CONDITIONS

1. The Work is for the Department of Natural Resources and their special working conditions are included in Appendix II. Contractor must comply with all security regulations. Access to and egress from the buildings and State Agency grounds must be via routes specifically designated by the State Agency. Whenever the Contractor has caused an operating security or fire system to go out of service or left unsecured openings in existing facilities or security fences, the Contractor must furnish a security guard or fire watch acceptable to the Owner to maintain security of the facility outside of normal working hours and will be held responsible for any losses from the facility.

2. The Contractor must maintain, at all times, dust control measures to the satisfaction of the Owner.

3. No work shall start before May 1, 2023.

END OF SECTION 00750

SECTION 00800 SUPPLEMENTARY CONDITIONS

1. The following conditions must supplement the general conditions: : Substitutions must be requested no later than 14 days prior to bid date. Substitutions shall be rejected if all required information is not provided with the initial submission. The Supplementary Conditions take precedence over any discrepancies with the General Conditions.

2. Contractor is required to create a project specific COVID19 Preparedness and Response Plan complying with all federal & state requirements and guidelines, including but not limited to, the most recent State of Michigan Executive Order, OSHA, MiOSHA, and CDC Guidelines. This plan will need to be submitted and approved prior to commencing onsite work.

END OF SECTION 00800

SECTION 00850 FEDERALLY FUNDED PROJECT REQUIREMENTS

If a project is funded in whole or in part by federal dollars, the Contractor and all Subcontractors must comply with the most recent version of Federal Provisions Addendum and all Laws pertaining to occupational classifications and wage requirements as follows:

1. FEDERAL PROVISIONS ADDENDUM
    a. The most current version of Federal Provisions Addendum shall apply to this contract and is included in Appendix V.

2. DAVIS BACON ACT WAGE AND CLASSIFICATIONS
    a. If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

    b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

    c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

    d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the

difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

e. The Contractor shall maintain payrolls and basic records relating thereto for a period of three (3) years after the project; contractor shall submit Certified Payroll Reports using US Department of Labor Wage and Hour Division Form WH-347 for each weekly payroll to support and document compliance with the Davis Bacon Wage rates.

f. Davis Bacon wage and classification schedules applicable for this project/location are included in Appendix V.

3. BUY AMERICA

a. Provide steel and iron materials and products for permanent incorporation into the work that were produced only in the United States per Title 23 of the CFR 635.410, Buy America Requirements.

b. All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, welding, galvanizing, and coating, must occur within the United States.

c. Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

i. Steel or iron products used in pavements, bridges, tunnels, or other structures, which include, but are not limited to, the following: fabricated structural steel, hot or cold rolled structural steel shapes, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.

ii. Guardrail, guardrail posts, end sections, terminals, cable guardrail.

iii. Steel fencing material, fence posts.

iv. Steel or iron pipe, conduit, grates, manhole covers, risers.

v. Mast arms, poles, standards, trusses, supporting structural members for signs,

vi. luminaires, or traffic control systems.

vii. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

viii. Left-in-place structural steel formwork, falsework, and earth retaining system elements.

d. Manufactured products that are not predominantly (90 percent) steel and/or iron are not subject to Buy America. This may include commercially available off-the-shelf items including, but not limited to, controllers, hand dryers, faucets, hinges, light fixtures, etc. These items are typically non-structural in nature and do not have an established or specified quality assurance and/or certification process. Provide documented certification that the manufactured product is less than 90 percent steel and/or iron.

e. Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Michigan Department of Transportation (MDOT) website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_11367---,00.html

f. Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

g. Buy America certification documentation for products and materials designated as fully compliant with the Buy America requirements on the Qualified Products List (QPL), Approved Manufacturers, and Tested Stock Suppliers Lists are maintained by the MDOT Construction Field Services (CFS) Division. Buy America certification for these fully compliant items does not need to be submitted by the Contractor, but a bill of lading, product label, or shipping record to document that the products are from the respective source is to be provided to the Engineer. Buy America certification documentation for items that are partially compliant will be required to be submitted prior to delivery or concurrent with material delivery and prior to incorporation, noting the value of foreign steel/iron. The use of the MDOT maintained Buy America lists and notations does not relieve the Contractor from responsibility of ensuring Buy America compliance. The Contractor is ultimately responsible for Buy America compliance.

h. The Buy America lists maintained by MDOT are solely for the benefit of MDOT and may not be relied upon by the Contractor. The Contractor is solely responsible for the Buy America requirements for steel and iron as set forth in the CFR.

i. The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign material permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or $2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the total of the contract, any adjustments as provided for in the contract, and any assessment of incentive, disincentive or liquidated damages as provided for in the contract.

j. Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

k. For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

   i. Pay Item, if applicable, or area that it is being utilized.

   ii. Description of associated foreign steel/iron material, product, or component,

   iii. Cost of associated foreign steel/iron material, product or component, and

   iv. Cumulative list of all non-compliant Buy America items with the total dollar amount.

l. The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

END OF SECTION 00850

SECTION 00900 ADDENDA

1. Each Bid submittal must include acknowledgement of receipt and review of all Addenda issued during the Bidding period.

END OF SECTION 00900

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1. **General**

1.1 General information covering the "Scope of Work" is specified on the Invitation to Bid. Additional information is as follows:

(a). No additional information is provided as this time.

1.2 The Agency will provide the following Work:

(a) State Salvage: The State reserves the right to salvage certain items and equipment and those salvaged items will be identified to the Bidder at the time of their inspection of the proposed Work. The State will remove salvaged items before commencement of the Work.

(b) Moving Furnishings and Equipment: The Contractor must give timely notice to the State Agency representative identified in the pre-construction meeting of all furnishings, window covering and movable equipment that will interfere with the Work or which the Contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The Contractor must furnish, install, maintain, and remove all coverings used to protect furnishings, window coverings and movable equipment.

END OF SECTION 01010

SECTION 01020 ALLOWANCES

1. **Allowances**

1.1 **Cash Allowances:**

(a) Bidders must include in their Base Proposal Sum an allowance of $*** to cover *** specified in Section ***. The base bid shall include bonds and insurance on the value of the allowance.
(b) Monies in the allowance will be used only if directed in writing by the Project Director and Professional.
(c) Payments under a Cash Allowance must be on actual cost and exclude cost for supervision, handling, unloading, storage, installation, testing, fee, premiums for bond and insurance, etc.
(c) Unused allowances will be deducted from the contract amount through contract change order.

1.2 **Provisional/Contingency Allowances:**

(a) Bidders must include in their Base Proposal Sum a contingency allowance of $20,000.00. The base bid shall include bonds and insurance on the value of the allowance.
(b) Monies will be used in the contingency allowance only if directed in writing by the Project Director and Professional.
(c) Payments under a Provisionary Allowance will include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of the contract documents.
(c) Unused allowances will be deducted from the contract amount through contract change order.

END OF SECTION 01020

SECTION 01025 MEASUREMENT AND PAYMENT

1. **Schedule of Values**: Unless noted otherwise, before mobilization and start of construction, the Contractor must submit a Schedule of Values to the Professional for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

END OF SECTION 01025

SECTION 01030 ALTERNATES – NOT APPLICABLE

1. **Use of Alternates**: Determination of the lowest three Bidders shall be based on the sum of the Base Bid and any additive and deductive Alternates the Owner accepts, in the order in which they are listed only. The Owner will accept an Alternate only if all other previously listed Alternates are also accepted unless acceptance by the Owner of Alternates in a different order does not affect determination of the lowest three bidders in any way.

2. **Execution:** (a) Coordinate pertinent related Work and modify surrounding work as required to complete the Project for each alternate.
(b) Description of Alternates:

Alternate No. 1: State the amount to be *** added to, *** deleted from the Base Proposal Sum to provide all labor and materials required to *** .

END OF SECTION 01030

SECTION 01040 COORDINATION

1. **Project Coordination:**

(a) Before beginning Work the Contractor must coordinate with the State Agency representative to implement the schedule for the Project. Once the Project is started, it must be carried to completion without delay.(b)Any building utility service interruptions or outages including security required by the Contractor in performing the Work must be prearranged with the staff of the State Agency and must occur only during those scheduled times.(c) The Contractor is not responsible for removing room furnishings unless is required by the Contract Documents.

2. **Cutting and Patching:**

(a) The Contractor must do all cutting, fitting, or patching of the Work that may be required to make its several parts fit together properly or make new Work join with the existing structure. The Contractor must take proper precautions so as not to endanger any existing Work. The Contractor must not cut or alter existing structural members or foundations unless specifically required by the Contract Documents.
(b) Holes or openings cut in exterior walls and roofs for installation of materials or equipment must be waterproofed by appropriate, approved materials and methods.
(c) All adjacent finished surfaces that are damaged by the new Work must be patched with materials matching existing surfaces. Joints between patched and existing material must be straight, smooth, and flush. Workers skilled in its installation must apply all patching material.

END OF SECTION 01040

SECTION 01050 FIELD ENGINEERING

1. When applicable, the Contractor must employ a surveyor who must establish and maintain all lines and levels required for laying out and constructing the Work. The Contractor agrees to assume all responsibility due to inaccuracy of any Work of the surveyor, and including incorrect benchmarks, their loss or disturbance. Upon completion of the Project, the Contractor must submit two copies of site layout Drawings prepared for the Project and certified by the surveyor.

END OF SECTION 01050

SECTION 01060 REGULATORY REQUIREMENTS

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State, and local Laws applicable to the Work and site.

2. **Codes:** All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq,, International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. If the Contractor observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the Contractor must promptly notify the Professional in writing. If the Contractor provides any Work knowing or having to reason to know of such conflict, the Contractor must be responsible for that performance.

3. **Permits:** All required construction permits must be secured and their fees including inspection costs must be paid by the Contractor. The time incurred by the Contractor in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The Contractor must pay all charges of Public Utilities for connections to the Work, unless otherwise provided by Cash Allowances specific to those connections. The following permit fees will be paid by the Owner: Joint Permit Application.

4. **Taxes:** The Contractor must pay all Michigan sales and use taxes and any other similar taxes covering the Work that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. If the Contractor is not required to pay or bear the burden or obtains a refund of any taxes deemed to have been included in the Bid and Contract Price, the Contract Price must be reduced by a like amount and that amount, whether as a refund or otherwise, must ensure solely to the benefit of the State of Michigan.

5. **Safety and Protection:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State, and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety

and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, penalties as a result of any violation of such Laws, except when it's due to the fault of the Drawings or Specifications or to the Act, error, or omission of the Owner or Professional. The Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs and such responsibility must continue until such time as the Professional is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work and/or in the event of using explosives, the Contractor must take all necessary precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

6. Fire Hazard Conditions:

(a). The fire hazard classification of finish materials where used in the specification must be in accordance with the current Michigan Building Code.

(b) Classification must be determined by tunnel test in accordance with National Fire Protection Association (NFPA-255), American Society for Testing Materials (ASTM E-84) or Underwriters' Laboratories, Inc. (UL-723).

7. Flame/Smoke Resistance Standards: The Contractor must provide carpeting complying with "Class B" requirements as set forth in Michigan Department of State Police State Fire Safety Board "Health Care Facilities Fire Safety Rules' R29.1243, Rule 243, when tested in accordance with the following procedures:

(a) Tunnel Test: Test for surface burning characteristics, with ratings for flame spread, fuel contribution, and/or smoke density; ASTM E 84, UL 723, or NFPA No. 255.
(b) Pill Test: Test for flammability; ASTM D 2859, or DOC FF-1-70.
(c) Floor Radiant Panel Test: Test for burning under varying radiant energy levels; ASTM E 648, with minimum average radiant flux ratings not less than 0.45 watts/sq. cm.
(d) Smoke Density Test: Test in radiant heat chamber, with and without flame, for density of smoke generated; ASTM E 662, or NFPA No. 258, also known as NBS Smoke Density Chamber Test.***

8. Michigan Right-To-Know Law: The Contractor and its Subcontractors/Suppliers must comply with MIOSHA, Michigan Right-to-Know Law (Public Act 80 of 1986) and the rules promulgated under it. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets (SDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program. The Act also provides for specific employee rights, including the right to be notified of the location of SDS and to be notified at the site of new or revised SDS within five Business Days after receipt and to request SDS copies from their employers. The Contractor, employer or Subcontractor must post and update these notices at the site.

9. Environmental Requirements: The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.

10. Nondiscrimination: For all State Contracts for goods or services in amount of $5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:

10.1 Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex *(as defined in Executive Directive 2019-09)*, height, weight or marital status and take affirmative action to ensure that applicants are employed, and the employees are not subject to such discrimination. Such action must include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

10.2 To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, or marital status.

10.3 To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.

10.4 To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended , MCL 37.2201 et seq.; the Michigan Persons with Disability Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et Seq.; *Executive Directive 2019-09;* and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission (MCRC) which may be in effect on or before the date of Bid opening.

10.5 The Contractor must furnish and file compliance reports within the times, and using the forms prescribed by the MCRC. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the Contractor and Subcontractors. The Contractor must permit access to Records by the MCRC and its agent for purposes of ascertaining compliance with the Contract and with rules, regulations, and orders of the MCRC.

10.6 If, after a hearing held under its rules, the MCRC finds that the Contractor has not complied with the Elliott-Larson requirements of the Contract Documents, MCRC may, as part of its order, certify its findings to the Administrative Board of the State of Michigan, which may order the cancellation of the Contract and/or declare the Contractor ineligible for future contracts with the State until the Contractor complies with the MCRC's order.

11. Michigan Residency for Employees: Fifty percent of the persons employed on the Work by the Contractor must have been residents of the State of Michigan for not less than one year before beginning employment on the Work. This residency requirement may be reduced or waived to the extent that Michigan residents are not available or to the extent necessary to comply with the federal funds used for the Project. This requirement does not apply to employers who are signatories to collective bargaining agreements that allow for the portability of employees on an interstate basis.

END OF SECTION 01060

SECTION 01090 REFERENCES

1. References will be made in an abbreviated alpha numeric form to specific standard specifications, reference publications and building codes of federal or state agencies, manufacturers, associations, or trade organizations. Such references will be identified by the alphabetic abbreviation which identifies the government agency, the association or organization followed by the rule, section or detail number that are to form a part of these specifications, the same as if fully set forth herein, and must be of latest issued date in effect three months before the Bid opening date shown on the Proposal and Contract. The abbreviations used are referred to as follows:

Abbreviation	Agency, Association or Organization
ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code
CDA	Copper Development Assn., Inc.
CLFMI	Chain Link Fence Manufacturer's Institute
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
F/M	Factory Mutual Research Corporation
FS	Federal Specifications
HEW	United States Department of Health Education and Welfare
MDOT	Michigan Department of Transportation
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation Testing Laboratory, Inc
NSWMA	National Solid Waste Management Association
PCA	Portland Cement Association
PDI	Plumbing and Drainage Institute
SMACNA	Sheet Metal & Air Conditioning Contractors
UL	Underwriters Laboratories, Inc.
USBM	United States Bureau of Mines
USDC	United States Department of Commerce

END OF SECTION 01090

SECTION 01100 PROJECT PROCEDURES

1. **Signage and Safety:** The Contractor must post appropriate construction signs to advise the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed. The Contractor must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire, and police stations and like establishments. The Contractor must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.

2. **Barrier and Enclosures**:

   (a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers, and the public. The Contractor must hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract.

   (b) **Temporary Fence**: The Contractor must entirely enclose the Contract area by means of woven wire or snow fence having minimum height of four feet. Gates must be provided at all points of access. Gates must be closed and secured in place at all times when Work under the Contract is not in progress. The fence must be removed, and grounds restored to original condition upon completion of the Work.

   (c). **Street Barricades**: The Contractor must erect and maintain all street barricades, signal lights and lane change markers during the periods that a traffic lane is closed for their operations. There must be full compliance with rules and ordinances respecting such street barricading and devices must be removed when hazard is no longer present.

4. **Construction Aids:**

   (a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the Work. All construction aids must conform to Federal, State, and local codes or Laws for protection of workers and the public.

   (b) **Debris Chute**: The Contractor must use a chute to lower debris resulting from their Work. The chute must be the enclosed type with its discharge directly into the truck or approved container.

   (c) **Pumping and Drainage**: The Contractor must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The Contractor must construct and maintain any necessary surface drainage systems on the Work site so as to prevent water entering existing structures or to flow onto public or private property adjacent to the Agency's land, except for existing drainage courses or into existing drainage systems. The Contractor must prevent erosion of soils and blockage of any existing drainage system.

END OF SECTION 01100

SECTION 01200 PROJECT MEETINGS

1. **Pre-Construction Conferences**: The Project Director will schedule a pre-construction conference to be attended by the Professional, State Agency staff, and the Contractors. A project procedure as outlined in Form DTMB-0460, will be established for the Work during the pre-construction meeting. When no organizational meeting is called, the Contractor, before beginning any Work, must meet with the staff of the Agency and arrange a Work schedule for the Project. Once the Project has been started, the Contractor must carry it to completion without delay.

2. **Progress Meetings**: The Professional will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

END OF SECTION 01200

SECTION 01300 SUBMITTALS

1. **Shop Drawings, Samples and Technical Submittals**: .

1.1 Contractor's Review: Before each submission, the Contractor must:
(a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and
(b) have reviewed and coordinated that technical Submittal with other technical submittals and the requirements of the Contract Documents.

1.2 Notice of Variation: The Contractor must give the Professional specific written notice of any variation from the requirements of the Contract Documents.

1.3 Contractor's Approval: The Contractor shall not submit unapproved submittals. Each submittal shall be stamped/certified to indicate that the submittal satisfies the requirements of the Contract Documents before submission to the Professional.

1.4 Responsibility and Authority: Neither the Owner's authority to review any of the Submittals by the Contractor, nor the Owner's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the Owner to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The Contractor is not relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals just because the Professional approved them for general design intent.

1.5 Final As-Built/Record Documents and Submittals: The approved Submittals are a part of the final As-Built/Record Documents required for processing final payment to the Contractor.

1.6 Submissions: Contractor must submit to the Professional:

(a) A 3-inch wide by 2-inch-high clear space for State approval stamp must be provided on the Title Sheet of the shop drawings.
(b) all required samples; and
(c) all other technical submittals (test, results, test and safety procedures, O&M manuals, etc.) that are required by the Contract Documents

1.7 Professional's Review and Return: Professional's Review and Return: Submittals will be returned to the Contractor within fifteen Calendar Days. The Contractor is responsible for any time Delay and any cost incurred by the Professional, Contractor or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal. The Contractor shall revise, and correct submittals returned for revision and resubmittal until approval by the Professional is achieved. All time consumed by the resubmissions and rereviews of a particular Submittal shall constitute time required to furnish that Submittal or shall represent Delays not justifying any increase in Contract Time or Contract Price, or both.

2. Progress Schedule:

2.1 **SUMMARY**

(a) The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes, but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions and Delays on Work sequencing.
(b) The Progress Schedule will include the Rev. 0 Submittal (par. 2.14), Update Submittals (par. 2.15) and Revision Submittals (par. 2.16). Each Submittal will be assigned a unique number. For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.
(c) Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.
(d) References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section.

2.2 RELATED SECTIONS

(a) Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

2.3 GLOSSARY OF TERMS

(a) Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone–A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion and other events of like import.
2. Official Schedule–The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal–Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal–A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

2.4 QUALITY ASSURANCE

(a) The **Contractor** will obtain a written interpretation from the **Professional,** if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

(b) The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

(c) No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

2.5 ALLOWANCES

(a) Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by provisionary contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents or as indicated by the **Professional** in writing.

2.6 "OR EQUALS" AND SUBSTITUTIONS

(a) Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents, and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

2.7 MEASUREMENT AND PAYMENT

(a) The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

2.8 PROGRESS SCHEDULE SUBMITTALS

(a) Each Progress Schedule Submittal will consist of an electronic copy the **Contractor's** files, a narrative and a PDF file of the project schedule report and plots, each file appropriately titled for the schedule version and date of publishing.

(b) The CPM scheduling software will be Primavera Project Planner®, SureTrak® or Microsoft Project®.

(c) In addition to the monthly update schedule submittal, **Contractor** shall provide prior to each Progress Meeting, a 2-week look ahead schedule extracted from the current overall schedule and providing sufficient additional activity detail to appropriately define the expected activity during the upcoming 2-week period.

2.9 PRINTOUTS

(a). Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).
2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

(b) CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

(c) Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

2.10 NARRATIVE REQUIREMENTS

(a) In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

(b) For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

2.11 ACTIVITY REQUIREMENTS

(a) The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

(b) Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

(c) Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.
2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.
3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

(d) Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.
(e) Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful schemes.

2.12 FLOAT TOLERANCES

(a) Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.
(b) Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

2.13 REVISION 0 (Rev. 0) SUBMITTAL

(a) The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. 0 narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

(b) Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.
(c) If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update and Revision Submittals, subject to whatever adjustments it determines appropriate.

2.14 UPDATE SUBMITTALS

(a) Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays and other significant events occurring before the closing date.

2.15 REVISION SUBMITTALS

(a) Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.
(b) Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.
(c) Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

2.16 RETROSPECTIVE DELAY ANALYSIS

(a) If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

3. **Shop Drawings:** The Contractor shall deliver shop drawings of products, materials, assemblies, or equipment to the Professional.

4. **Samples**: The Contractor must deliver all samples of material or equipment to the job site for examination by the State Agency and the Professional. Samples will be examined by the Professional for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Contractor must furnish all Work in accordance with approved samples. The following general classifications of material and equipment require submission of samples. Samples of other items may be requested by the Professional at any time.

END OF SECTION 01300

SECTION 01400 QUALITY CONTROL

1. **Testing Laboratory Services**: All tests required by the Owner must fulfill ASTM, ANSI, Commercial and other Standards for testing. The Contractor must submit a minimum of three copies of each test report to the Professional for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the Professional at any time.

Item of Work	Test Type	Section Number
Aggregate Surface Course	Compaction and Gradation Tests	31 20 00

2. **Tests:**

   (a) Paid by Contractor.

3. **Concrete/Asphalt Materials**: Before placement of any concrete, the Contractor must submit for the Professional's approval complete data on the trial concrete mix formulation and a testing laboratory report for ASTM C94, twenty-eight-day standard cylinder test for compressive strength of a sample of the concrete mix. For asphalt paving, the Contractor must submit the data and testing reports for ASTM D946, AC-5. The mix must have 4.5 to 6 percent of asphalt cement by weight for binder course and 5 to 7 percent of asphalt cement by weight for surface course in accordance with Asphalt Institute Manual MS-4, MS-13, and the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

   (a) The Contractor must furnish to the Professional tickets showing mix formulation, Contractor's name, Project name, mix identification for each load of concrete/asphalt delivered and installed. If the technical specifications allow added water to the concrete mix after leaving the batch plant, the delivery ticket must reflect the added water. The Owner Field Representative must receive a copy of each delivery ticket for transmittal to the Professional for evaluation.

   (b) The Professional may require the Contractor to core drill questionable cast-in-place concrete/asphalt for laboratory testing. Should the laboratory analysis indicate the concrete/asphalt fails to meet specification requirements, the Contractor must pay all costs for core drilling and testing in the laboratory and replace the concrete/asphalt found to fail meeting the specification requirements. Should the laboratory analysis confirm that the concrete/asphalt meets specification requirements, the Owner will pay the Contractor for their costs for core drilling, concrete/asphalt patching and the laboratory fee for testing of the concrete/asphalt core samples.

END OF SECTION 01400

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them from State property upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.

2. If water or electricity is available in the area where Work will be performed, the Contractor will not be charged for reasonable use of these services for construction operation. The Contractor must pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services must not disrupt or interfere with operations of the State Agency.

3. **Temporary Sanitary Facilities**:

   (a) **Portable Toilets**: The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the State Agency. They must comply with all Federal, State, and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete. The Contractor's employees are not allowed to use any existing State toilet facility.

4. **Field Office**:

   (a) **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the Owner. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials. Job signs with the Contractor's name, logos, specialty, … etc., are not allowed.

END OF SECTION 01500

SECTION 01600 MATERIAL AND EQUIPMENT

1. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.

2. **Delivery, Storage, and Handling**: All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the State Agency. The Owner assumes no responsibility for stored material. The ownership and title to materials will not be vested in the Owner before materials are incorporated in the Work unless payment is made by the Owner for stored materials and equipment. After delivery, before and after installation, the Contractor must protect materials and equipment against theft, injury, or damage from all causes. For all materials and equipment, the Contractor must provide complete information on installation, operation, and preventive maintenance.

   (a) The Contractor must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The Contractor must keep materials in their original sealed containers, unopened, with labels plainly indicating manufacturer's name, brand, type, and grade of material and must immediately remove from the Work site containers which are broken, opened, watermarked and/or contain caked, lumpy, or otherwise damaged materials.

   (b) The Contractor must keep equipment stored outdoors from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.

   (b) The Contractor must certify that any materials stored off-site are:

      a) Stored on property owned or leased by the Contractor or owned by the agency.
      b) Insured against loss by fire, theft, flood, or other hazards.
      c) Properly stored and protected against loss or damage.
      d) In compliance with the plans and specifications.
      e) Specifically allotted, identified, and reserved for the project.
      f) Itemized for tracking and payment.
      g) Subject to these conditions until the items are delivered to the project site.

END OF SECTION 01600

SECTION 01650 FACILITY START-UP

1. **Tests**: The complete installation consisting of the several parts of equipment and systems installed according to the requirements of the Contract Documents must be ready in all respects for use by the State Agency and must be subjected to a test at full operating conditions and pressures for normal conditions of use.

2. **Adjustments**: Contractor must adjust and replace the Work which is necessary to fulfill the requirements of the Contract Documents and to comply with the directions and recommendations of the manufacturer of the several parts of equipment, and to comply with all provisions of architectural and/or engineering drawings/specifications and all codes and regulations which may apply to the entire installation.

3. **Demonstration**: Contractor must provide an on-site demonstration and training of all systems operations to the Owner when it is substantially completed.

END OF SECTION 01650

SECTION 01700 CONTRACT CLOSE-OUT

1. **Substantial Completion**: The Contractor must notify the Professional, the Project Director and the Agency when the Work will be substantially complete. If the Professional, Owner, and Agency agree that the project is Substantially Complete, the Professional and Project Director will inspect the Work. The Professional, upon determining that the Work, or a portion of the

Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the Owner.

2. **Cleaning**:

   (a) **Regular Cleaning**: The Contractor must remove all scrap or removed material, debris, or rubbish from the Project work site at the end of each working day and more frequently whenever the Owner Field Representative deems such material to be a hazard. The Contractor cannot discard materials on the grounds of the State Agency without the express permission of the Project Director. No salvage or surplus material may be sold on the premises of the State Agency. No burning of debris or rubbish is allowed. Any recyclable materials must be recycled, and the Contractor will be required to provide recycling plan.

   (b) **Final Cleaning**: Before final acceptance by the State, the Contractor must clean all Work and existing surfaces, building elements and contents that were soiled by their operations and make repairs for any damage or blemish that was caused by the Work.

END OF SECTION 01700

SECTION 01800 MAINTENANCE

1. The Contractor is responsible for maintaining the following parts of Work in good order and proper working conditions and must take all necessary actions for their protection until they are placed for use by the Owner.

END OF SECTION 01800

APPENDIX I

GLOSSARY

GLOSSARY

Activity– An element in the Progress Schedule establishing a requisite step, or the time and resources required, for completing the part of the Work associated with that Activity.

Addenda– Written instruments that are used by the Owner and/or Professional to incorporate interpretations or clarifications, modifications, and other information into the Bidding Documents. An Addendum issued after Bid opening to those Bidders who submitted a Bid, for the purpose of re-bidding the Work without re-advertising, is referred to as a **post-Bid** Addendum.

Agency- Any unit, section, division, department, or other instrumentality of the State that benefits from the Work.

Alternate– Refers to work specified in the Bidding Documents for which the Bidder must bid a Bid Price.

Apparent Low Bidders: Those Bidders whose Base Bid, when added to those specific Alternates the Owner intends to accept, yields the three lowest sums of Bid and Alternates. Additional Bidders may be considered Apparent Low Bidders if their Bid, when added to those specific Alternates the Owner intends to accept, yields a sum within 10% of the lowest of the Apparent Low Bidder's sum. If a qualified disabled veteran meets the requirements of the contract solicitation, provides acceptable responses to both Part One and Part Two of the Best Value Construction Bidder Evaluation to achieve a Best Value recommendation and with the veteran's preference is the lowest responsive, responsible, best value Bidder it is considered the Apparent Low Bidder.

Archaeological Feature– Any prehistoric or historic deposit of archaeological value, as determined by a representative of a State Agency that is duly authorized to evaluate such findings and render such judgments. An Archaeological Feature deposit may include, but is not limited to Indian habitations, ceremonial sites, abandoned settlements, treasure trove, artifacts, or other objects with intrinsic archaeological value and that relate to the history and culture of the State of Michigan. The Archaeological Features are listed under Section 00800 Supplementary Conditions.

Authorized Technical Data– Information and data contained in a report of exploration and tests of subsurface conditions. Also, any physical data (dimension, location, conditions, etc.) contained in those Drawings of physical conditions of existing surface and subsurface facilities.

Best Value- The bids will be evaluated for best value based on price and qualitative components that may include but are not limited to technical design, technical approach, quality of proposed personnel, and management plans, per PA 430 of 2012.

Bid– Written offer by a Bidder for the Work, as specified, which designates the Bidder's Base Bid and Bid Prices for all Alternates. The term *Bid* includes a *re-bid*.

Bidder– The Person acting directly, or through an authorized representative, who submits a Bid directly to the **Owner**.

Bidding Documents– The proposed Contract Documents as advertised, and all Addenda issued before execution of the Contract.

Bid Price– The Bidder's price for a lump sum item of work, or the product of the Bidder's unit price for an item of Unit Price Work times the quantity given on the Bid Form for that item.

Bid Security– A security serving as a guarantee that the Bidder will conform to all conditions.

Bidding Requirements–The Advertisement, Instructions to Bidders, Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments, and qualification submittals, as advertised and as modified by Addenda, and any other Section included within Division 0 of the Bidding Documents for the purpose of governing bidding and award of the Contract.

Board– The Administrative Board of the State of Michigan.

Bond– Security furnished by the **Contractor**, as required by the Contract Documents.

Business Day– Any Day except Saturdays, Sundays and holidays observed by the **Owner.**

Bulletin– A request used by the **Owner** to describe a change in the Work under consideration by the **Owner** and to request the **Contractor** to submit a proposal for the corresponding adjustment in Contract Price and/or Contract Time, if any.

Calendar Day– Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Cash Allowance– An **Owner**-specified sum included within the Contract Price to reimburse the **Contractor** for the <u>actual purchase/furnished cost</u> of materials and/or equipment or other designated items, as specifically provided in the Contract Documents. Although the scope (e.g., the required quantity) of any Work covered by a Cash Allowance is sufficiently detailed in the Contract

Documents for the purposes of bidding the required labor costs, Subcontract costs, construction equipment costs and general conditions costs and Fee, it is understood that the required materials, equipment or other designated items are of uncertain purchase cost at the time of Bid or are yet to be specified in more detail by the **Professional** as to quality, appearance, durability, finish and such other necessary features affecting purchase price.

Change Order– A written order issued and signed by the **Owner**, which amends the Contract Documents for changes in the Work or an adjustment in Contract Price and/or Contract Time, or both.

Contract Award– The official action of the **Board**, the **Director-SFA** or the **Director-DCD** awarding the Contract to the **Contractor**.

Contract Documents– Written and graphic documents that form the legal agreement between the **Owner** and the **Contractor**, consisting of this document, completed Bid and Contract forms, terms and conditions of the contract, specifications, drawings, addenda, Notice of Award, Notice-to-Proceed and contract change orders.

Contract Price– The total compensation, including authorized adjustments, payable by the **Owner** to the **Contractor** (subject to provisions for Unit Price Work).

Contract Times–The Contract Times for the entire Work are the periods allowed, including authorized adjustments, for Substantial Completion and final completion of the Work. The Contract Times for a designated portion of the Work are the periods allowed for Substantial Completion and final completion of any such portion of the Work, as specified in the Contract Documents.

Contractor– Business enterprise with which the **Owner** has entered into the Contract.

Correction Period– A period during which the **Contractor** must, in accordance with the Contract Documents, (a) correct or, if rejected, remove, and replace Defective Work, and (b) maintain warranties for materials and equipment in full force and effect.

Cost of the Work Involved– The sum of all costs that would be, or were, necessarily incurred by the **Contractor** in providing any Work Involved <u>with the related change</u>, less the costs that would be, or would have been, incurred by the **Contractor** to provide such Work <u>without the related **change**</u>.

Defective– As determined by the Professional, an adjective which when referring to or when applied to the term “Work” refers to (a) Work not conforming to the Contract Documents or not meeting the requirements of an inspection, test, or approval, or (b) Work itemized in a Punch List which the **Contractor** fails to complete or correct within a reasonable time after issuance of the Punch List by the **Professional**.

Delay– Any act or omission or other event that in any manner adversely affects or alters the schedule, progress or completion of all or any part of the Work. Delay is a generic term intended to include deferral, stoppage, slow down, interruption and extended performance, and all related hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses.

Department (DTMB)– Department of Technology, Management and Budget of the State of Michigan.

Director- The Director of the **Department.**

Director-SFA- The Director of **DTMB** State Facilities Administration.

Director-DCD- The Director of **DTMB** State Facilities Administration, Design and Construction Division.

Division– Each of the numbered, distinct parts (starting with Division 0) into which the Specifications are divided.

Drawings– Part of the Contract Documents showing the Work. Drawings must neither serve nor be used as Shop Drawings.

Emergency– A condition affecting the safety or protection of persons, or the Work, or property at or adjacent to the site.

State Facilities Administration (SFA)-Entity in the **Department** responsible for design, construction, and operations and maintenance of facilities.

Fee for the Work Involved (Fee)– An established, percentage mark-up on the Cost of the Work Involved which is allowed to the **Contractor** for (a) reasonable administrative costs, and (b) negotiated, reasonable profit on the Cost of the Work Involved.

Hazardous Material– Asbestos containing materials (ACMs), Polychlorinated biphenyls (PCBs), petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other like material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by federal, state, or local Laws governing the protection of public health, natural resources, or the environment.

Invitation To Bid (ITB) - The solicitation document presenting the terms and conditions that will become part of the Contract when the Bid is accepted.

Law(s)– Means federal, state, and local statutes, ordinances, orders, rules and/or regulations.

MCL– The Michigan Compiled Laws of the State of Michigan.

Means and Methods– Includes means, methods, techniques, sequences and/or procedures applicable to the Work.

Notice of Award– Written notice accepting the Bid to the lowest responsive, responsible Bidder and designating the Contract Price (and establishing the Alternates accepted by the **Owner**).

Notice-to-Proceed– Written notice issued by the Project Director directing the Contractor to commence the construction activities and establishing the start date of the Contract Time.

On-Site Inspection– The **Professional's** on-site examination of the **Contractor's** completed or in progress Work to determine and verify to the Project Director that the quantity and quality of all Work complies with the requirements of the Contract Documents.

Owner– The State of Michigan, with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided.

Owner Field Representative– A State employee or consultant, acting collaboratively with the Project Director, providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents.

Partial Use– The use, by the **Owner,** of a designated portion of the Work before accomplishing Substantial Completion of the entire Work. Partial Use does not mean Substantial Completion of the portion of the Work placed in use by the **Owner**.

Person–Individuals, partnerships, corporations, receivers, trustees, joint ventures or any other legal entity and any combinations of any of them.

Political Subdivision– Any county, city, village, or other local unit of the State, including any agency, department, or instrumentality of any such county, city, village, or other local unit.

Post–Bid Submittal– A Qualification Submittal required of the Bidder selected under Section 00100 - 22 before Contract Award, and which is used by the Owner in the evaluation of the Bid of the selected Bidder.

Professional Services Contractor *(PSC or* ***Professional****)*– The individual or business entity who has the authority to practice the design disciplines required by the Contract Documents. An Agency with appropriate licensing may replace the PSC in their role if a consultant is not used.

Project– The total construction, which includes the Work and possibly other work completed by others, as indicated in the Contract Documents.

Project Director*- D*esignated State employee(s) (a) Responsible for directing and supervising the **Professional's** services during the period allowed for completion of the Work; and/or (b) Acting as representative for the **Owner** and for the enforcement of the Contract Documents, approving payment to the **Contractor** and coordinating the activities of the State, **Owner, Professional** and **Contractor.**

Project Schedule– Work Schedule that shows the **Contractor's** approach to planning, scheduling, and execution of the Work and that accurately portrays completed Work as to sequencing and timing, as provided in the Contract Documents.

Project Specifications– The Contract Documents organized into Divisions. "Technical Specifications" means Divisions of the Specifications consisting of technical descriptions of materials, equipment, construction systems, standards, and workmanship.

Provisionary Allowance– An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain because, for example, it is indeterminate in scope and may not be shown or detailed in the Contract Documents.

Punch List– A list of minor items to be completed or corrected by the **Contractor,** any one of which do not materially impair the use of the Work for its intended purpose.

Qualified Disabled Veteran (QDV)*- QDV as defined by* Public Act 22 of 2010, MCL 18.1241.3 and supported by a DD214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

Record Documents– Drawings, Specifications, Addenda, Change Orders, Change Authorizations, Bulletins, inspection, test and approval reports, photographs, written clarifications and interpretations and all other documents recording, or annotated to show, all revisions and deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

Records– Books, reports, documents, electronic data, and other evidence relating to the bidding, award and furnishing and performance of the Work.

Recycled Material– Recycled paper products, structural materials made from recycled plastics, re-refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, re-treaded tires, ferrous metals containing recycled scrap metals and all other materials that contain (a) waste materials generated by a business or consumer, (b) materials that have served their intended purpose, and/or (c) materials that have been separated from solid waste for collection, recycling and disposition in the percentage determined by the State as provided by Law.

Request for Payment– The form provided by the **Owner** (Payment Request DTMB-0440) to be used by the **Contractor** in requesting payment for Work completed, which must enclose all supporting information required by the Contract Documents.

Schedule of Values– A schedule of pay items, which subdivides the Work into its various parts and which details, for each itemized part, cost and pricing information required for making payments for Work performed. The sum of all pay item costs in the Schedule of Values must equal the Contract Price for the Work.

Shop Drawings– Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the **Contractor** to illustrate some part of the Work, or by a Supplier and submitted by the **Contractor** to illustrate items of material or equipment.

Soil Erosion and Sedimentation Control– The planning, design and installation of appropriate Best Management Practices designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. Soil erosion and sedimentation control in the State of Michigan is regulated under The Natural Resources Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq. Soil erosion and sedimentation control associated with this Contract is monitored and enforced by the DTMB-SFA.

State– The State of Michigan in its governmental capacity, including its departments, divisions, agencies, boards, offices, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

State Construction Code– The Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq.

Subcontractor– A Person having an agreement with the Contractor to provide labor at the site and furnishing materials and/or equipment for incorporation into the Work.

Submittals– Includes technical Submittals, Progress Schedules and those other documents required for submission by the Contract Documents. The term "technical Submittal" includes Shop Drawings, brochures, samples, Operation and Maintenance (O&M) Manuals, test procedures and any other Submittal the Contract Documents require the **Contractor** to submit to demonstrate how the items covered, after installation or incorporation into the Work, will conform to the information given in the Contract Documents and be compatible with the design of the completed Work as a functioning whole as indicated in the Contract Documents.

Substantial Completion– The Work, or a portion of the Work designated in the Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the Contract Documents as determined by the PSC, to the extent that the **Owner** can use or occupy the entire Work, or the designated portion of the Work, for the use intended without any outstanding, concurrent Work at the site, except as may be required to complete or correct Punch List items.

Supplier– A manufacturer or fabricator, or a distributor, material man or vendor representing a manufacturer or fabricator, who has an agreement with the Contractor to furnish materials and/or equipment.

Underground Utilities–Pipelines, piping, conduit, duct, cables, wells, tanks, tunnels and appurtenances, or other similar facilities, installed underground to convey or support conveyance of potable water, sprinkler or irrigation water, fire protection systems, electricity, gases, steam, petroleum products, sewerage and drainage removal, telephone, communications, cable TV, traffic, or control systems.

Unit Price Work– The work involving specified quantities (i.e., related Work quantities) which, when performed, is measured by the **Professional** and paid using the measured quantities and unit prices contained in the Contract Documents. Performance of Unit Price Work for undefined quantities is contingent upon conditions encountered at the site, as determined, and authorized by the **Professional**.

Unit Price Work, Specific– Work of specified and defined quantities (i.e., quantities are detailed in, and can be taken-off from, the Contract Documents) that when performed is measured by the **Professional** and paid based on the measured quantities and unit prices contained in the Contract Documents.

Work- (as in *"the Work,"* "*the entire Work"*)– The entire *completed Construction* required by the Contract Documents. The Work results from furnishing and performing all services, obligations, responsibilities, management, supervision, labor, materials, equipment, construction equipment, general conditions, permits, taxes, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, field supplies, Bonds, insurance, mobilization, close-out, overhead and all connections, devices and incidental items of any kind or nature required and/or made necessary by the Contract Documents.

Work Involved, any Work Involved– Existing or prospective Work (a) reflected in any notice, proposal, or claim, or (b) reflected in changes ordered or in process, or (c) affected by Delay.

APPENDIX II

SPECIAL WORKING CONDITIONS

DEPARTMENT OF NATURAL RESOURCES

The Work comprising this Project will be performed at a site of the Department of Natural Resources. The Contractor must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The Contractor must always provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site during working hours with full authority to act for him. It must be the Contractor's responsibility to furnish the Department of Natural Resources with the name, address, and telephone number of the responsible person to contact for Emergency during after hour, weekend, and holiday periods.

2. Access to and egress from the site must be via routes specifically designated by the Department of Natural Resources authorized representative.

3. All work will be coordinated to minimally interfere with the normal function of the boating access site which will be open and operational between the spring opening and fall closing.

3.1 No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Natural Resources.

4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Natural Resources. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.

5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper, or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment or manpower between the Department of Natural Resources and the Contractor.

6. The Contractor must comply with the special condition requirements of the Department of Natural Resources and the United States Army Corps of Engineers Permit Sections appended to these specifications.

7. Work Schedule: Work shall not start on site before May 1, 2023.

APPENDIX III

SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR CONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.
2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone **(517) 388-3045** or Email DTMB-SESC@michigan.gov.
3. Following the award of a contract, the Contractor will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the Contractor's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the Contractor an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the Contractor may begin earth change activities.
4. See below the "Checklist for Contractor's SESC Implementation Plan" for details of the required information necessary for the Contractor to create the SESC Implementation Plan. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications.
5. CHECKLIST FOR CONTRACTOR'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM
P.O. Box 30026, Lansing, Michigan 48909

PROJECT TITLE:
PROJECT LOCATION:
PROJECT FILE NUMBER:
INDEX NUMBER:

Prior to the start of earthwork, the Contractor must submit a Soil Erosion and Sedimentation Control (SESC) Implementation Plan to the Michigan Department of Technology, Management and Budget, Soil Erosion and Sedimentation Control Program. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications. The following checklist will provide Contractors with assistance in creating the SESC Implementation Plan.

The SESC Implementation Plan must include:

1. ☐ A written plan or letter demonstrating:

   - ☐ The Contractor's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
   - ☐ The Contractor's plan for dust control.
   - ☐ The Contractor's plan for inspection and maintenance of temporary SESCs.

2. ☐ A map, location plan, drawing, or amended copy of the Project SESC or grading plan showing:

   - ☐ The locations of any stockpiles of soil associated with the Project
   - ☐ The temporary SESC controls associated with stockpiles of soil
   - ☐ The Contractor's suggested or proposed additions or relocations of any temporary or permanent SESCs. associated with the Project plans and specifications (subject to approval by Engineer and DTMB)
   - ☐ Location of site entrances, exits and vehicle routes
   - ☐ Location of site superintendent's/project manager's site trailer or office (for SESC Inspector check-in)

3. ☐ A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.

Upon approval of the Contractor's plan, an "Authorization to Proceed with Earth Change" will be issued by DTMB, Design and Construction Division.

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor, and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The Contractor will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The Contractor will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show every item to be removed. The Contractor and the Subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.

2. Permits: The Contractor must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the Contractor, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.

3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the Contractor must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the Contractor must provide weather tight enclosures to fully protect the structure and its contents.

4. Waste Management Plan: The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.

5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.

   5.1 Rubbish and debris resulting from the Work must be removed immediately from the site by the Contractor. However, any recyclable materials must be recycled; the Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.

   5.2 Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.

6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.

7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
   a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
   b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, destination, transportation cost, recycled materials, and the net cost/ savings.
   c. Breakdown of waste by type generated to date.
   d. Recycling/salvage/landfill rates.
   e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.

2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site to complete the Work as described in the Proposal and Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(5I7) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.

3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.

4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Community Health provides for the health of workers (517/373-3740) (TDD 517/373-3573).

   4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.

   4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when encountering hazardous chemicals.

5. Applicable Regulations:

   5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.

   5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.

   5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.

6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.

   6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.

   6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.

7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.

8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail

to: DEQ-EAD-env-assist@michigan.gov for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the Contractor will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the Contractor's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the Contractor's renovation or demolition activities, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the Contractor must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays).

If the Contractor encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Compliance; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the DLARA, Occupational Health Division, Asbestos Program at (517) 322-1320 or visit DLARA's web site www.michigan.gov/asbestos.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The Contractor shall take all steps necessary to assure that his/her employees, are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 “Lead Exposure in Construction”. In addition, the Contractor shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration’s (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, Safety Data Sheets (SDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The Contractor must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal, and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance testing upon completion should be performed by a Certified Inspector or Risk Assessor. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other federal, state, and local Laws and Regulations that may apply.

For additional information about certifications, guidance, and regulations for lead hazard control activities, visit www.michigan.gov/lead.

APPENDIX IV

FEDERAL PROVISIONS ADDENDUM
& WAGE RATE SCHEDULES

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), and during performance of this Contract the Contractor agrees as follows:

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(3) Additionally, contractors are required to pay wages not less than once a week.

3. BUY AMERICA

m. Provide steel and iron materials and products for permanent incorporation into the work that were produced only in the United States per Title 23 of the CFR 635.410, Buy America Requirements.

n. All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, welding, galvanizing, and coating, must occur within the United States.

o. Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

i. Steel or iron products used in pavements, bridges, tunnels, or other structures, which include, but are not limited to, the following: fabricated structural steel, hot or cold rolled structural steel shapes, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.

ii. Guardrail, guardrail posts, end sections, terminals, cable guardrail.

iii. Steel fencing material, fence posts.

iv. Steel or iron pipe, conduit, grates, manhole covers, risers.

v. Mast arms, poles, standards, trusses, supporting structural members for signs,

vi. luminaires, or traffic control systems.

vii. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

viii. Left-in-place structural steel formwork, falsework, and earth retaining system elements.

p. Manufactured products that are not predominantly (90 percent) steel and/or iron are not subject to Buy America. This may include commercially available off-the-shelf items including, but not limited to, controllers, hand dryers, faucets, hinges, light fixtures, etc. These items are typically non-structural in nature and do not have an established or specified quality assurance and/or certification process. Provide documented certification that the manufactured product is less than 90 percent steel and/or iron.

q. Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Michigan Department of Transportation (MDOT) website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_11367---,00.html

r. Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

s. Buy America certification documentation for products and materials designated as fully compliant with the Buy America requirements on the Qualified Products List (QPL), Approved Manufacturers, and Tested Stock Suppliers Lists are maintained by the MDOT Construction Field Services (CFS)

Division. Buy America certification for these fully compliant items does not need to be submitted by the Contractor, but a bill of lading, product label, or shipping record to document that the products are from the respective source is to be provided to the Engineer. Buy America certification documentation for items that are partially compliant will be required to be submitted prior to delivery or concurrent with material delivery and prior to incorporation, noting the value of foreign steel/iron. The use of the MDOT maintained Buy America lists and notations does not relieve the Contractor from responsibility of ensuring Buy America compliance. The Contractor is ultimately responsible for Buy America compliance.

t. The Buy America lists maintained by MDOT are solely for the benefit of MDOT and may not be relied upon by the Contractor. The Contractor is solely responsible for the Buy America requirements for steel and iron as set forth in the CFR.

u. The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign material permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or $2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the total of the contract, any adjustments as provided for in the contract, and any assessment of incentive, disincentive or liquidated damages as provided for in the contract.

v. Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

w. For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

    i. Pay Item, if applicable, or area that it is being utilized.

    ii. Description of associated foreign steel/iron material, product, or component,

    iii. Cost of associated foreign steel/iron material, product or component, and

    iv. Cumulative list of all non-compliant Buy America items with the total dollar amount.

x. The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

4. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the

Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

8. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

10. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) Access to Records. The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

§ 200.322 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL STATE and LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROJECT SPECIFIC REQUIREMENTS

The funding being used for this project is Federal State and Local Fiscal Recovery Funds (SLFRF). As a result, additional provisions apply and are included in this Attachment.

Each primary contracted contractor with the DTMB must register with the Federal System for Award Management (SAM) must register prior to contract execution. The SAM website is https://sam.gov/content/home. The direct hyperlink for SAM.gov registration is https://sam.gov/content/entity-registration

As of April 4, 2022, the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All primary contracted contractors with the DTMB will be required to maintain an active registration on SAM.gov. To receive payment, all primary contracted vendors need to have a Unique Entity Identifier (UEI) number and have the UEI entered in their SIGMA account. Information on the UEI and sign up can be obtained at: https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update

Contractor is to fill in and provide the following documentation for use in SLFRF reporting prior to Contract Execution for use in the reporting requirements:

Contractor's UEI _____

Contractor's Full Legal Name _____

Primary Point-of-Contact Email Address _____

Business Address _____

City Business is located _____

State Business is located _____

US Zip Code + 4 digits _____

"General Decision Number: MI20220048 10/21/2022

Superseded General Decision Number: MI20210048

State: Michigan

Construction Type: Heavy

Counties: Iron and Marquette Counties in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	06/03/2022
3	06/10/2022
4	09/02/2022
5	10/21/2022

BRMI0006-002 05/01/2020

	Rates	Fringes
BRICKLAYER	$ 29.30	22.54

CARP1510-002 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work	$ 27.13	21.00

ELEC0219-002 06/01/2019

IRON COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contracts of $180,000 or less	$ 31.75	21.73
Electrical contracts over $180,000	$ 33.94	21.80

ELEC1070-006 06/01/2016

MARQUETTE COUNTY

	Rates	Fringes

ELECTRICIAN

Contracts $135,000 and under	$ 31.44	18.59
Contracts over $135,000	$ 33.44	18.67

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* ENGI0325-021 09/01/2022

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 37.67	24.85
GROUP 2	$ 32.78	24.85
GROUP 3	$ 32.28	24.85
GROUP 4	$ 32.00	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Scraper, Loader, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-006 05/01/2022

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Crane, main boom & jib 120' or longer	$ 36.41	24.60
Crane, main boom & jib 140' or longer	$ 38.73	24.60
Crane, main boom & jib 220' or longer	$ 38.73	24.60
GROUP 1 - Backhoe/Excavator; Bulldozer; Crane; Compactor; Scraper; Loader	$ 34.51	24.60
GROUP 2 - Boom truck (non-		

swing).....$ 31.36 24.60
GROUP 3 - Oiler.....$ 29.96 12.10

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer is $1.50 per hour above the 220 ft. boom and jib rate. Main boom and jib 400 feet or longer is $3.00 per hour above the 220 ft. boom and jib rate.

IRON0008-009 06/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL		
Contracts $10,000,000 or greater	$ 38.14	28.70
Contracts less than $10,000,000	$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

LABO0334-002 09/01/2018

SCOPE OF WORK:
OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General	$ 21.19	12.85
(2) Mason Tender-Cement/Concrete	$ 21.33	12.85
(4) Grade Checker	$ 21.51	12.85
(5) Pipelayer	$ 21.56	12.85

LABO1329-002 05/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Mason		

```
     Tender - Cement/Concrete....$ 30.74            12.95
     Pipelayer..................$ 30.09            12.95
-----------------------------------------------------------------
 PLAS0016-035 04/01/2014

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 20.17            10.13
-----------------------------------------------------------------
 PLUM0111-009 05/27/2019

                                  Rates          Fringes

PLUMBER/PIPEFITTER...............$ 34.48            25.18
-----------------------------------------------------------------
 TEAM0007-010 06/01/2020

                                  Rates          Fringes

TRUCK DRIVER
     Lowboy/Semi-Trailer Truck...$ 28.15        .50 + a+b

FOOTNOTE:
a.  $470.70 per week.
b.  $68.70 daily.
-----------------------------------------------------------------
*  SUMI2010-046 11/09/2010

                                  Rates          Fringes

LABORER:  Landscape..............$ 10.89 **          1.74

OPERATOR:  Bobcat/Skid
Steer/Skid Loader................$ 12.98 **          6.12

OPERATOR:  Grader/Blade..........$ 16.63             5.85

OPERATOR:  Roller................$ 13.74 **          7.93

TRUCK DRIVER:  Dump Truck........$ 12.63 **          1.25
-----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($15.00) or 13658
($11.25).  Please see the Note at the top of the wage
```

determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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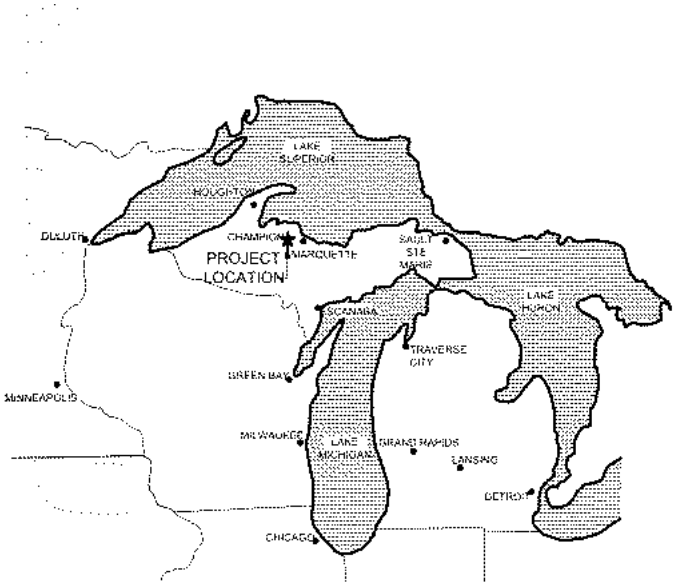
END OF GENERAL DECISIO"

APPENDIX V

PHOTOGRAPHS

Clowry Grade Bridges 2 & 3 Photo Tour

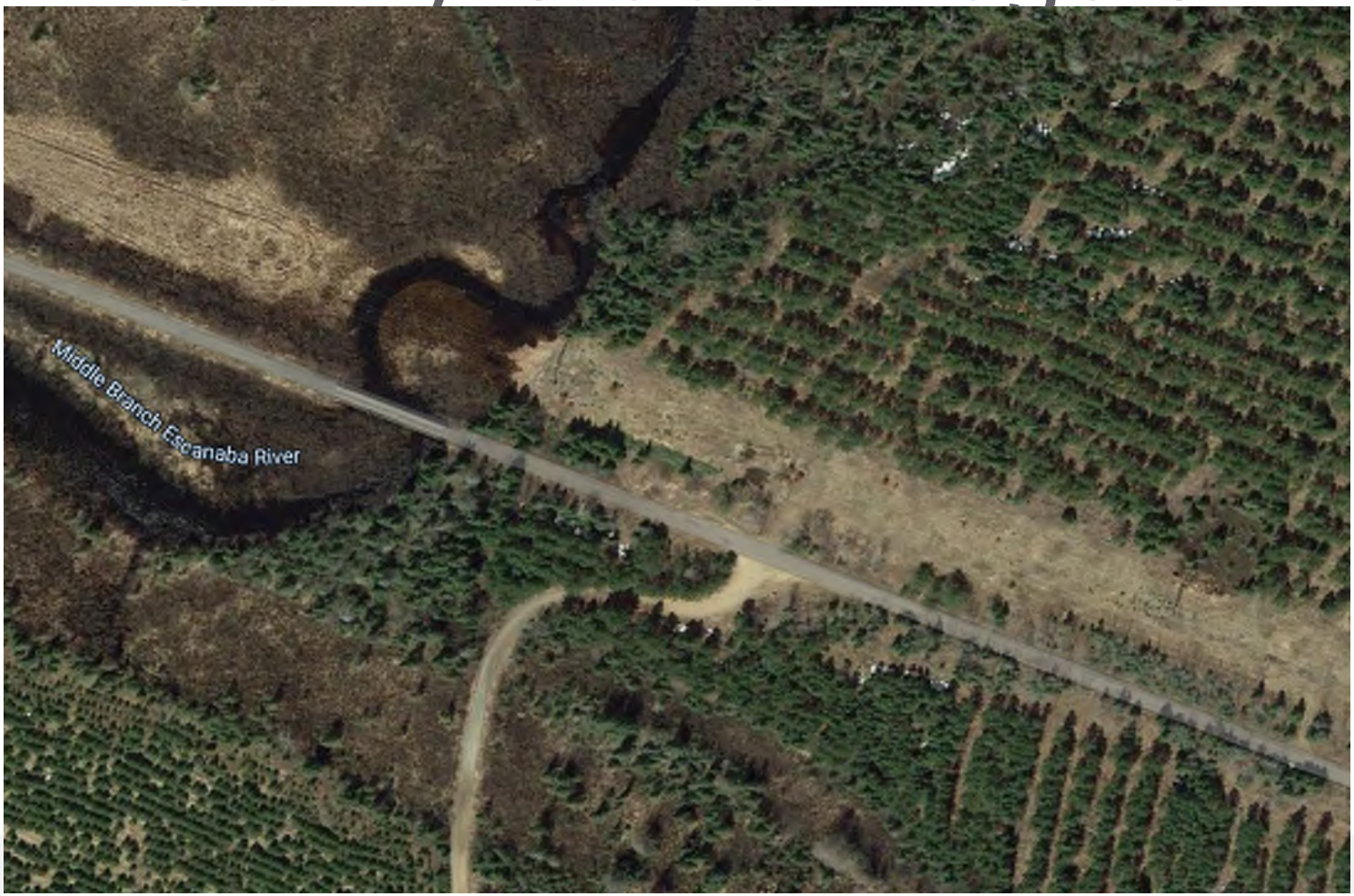


AREA LOCATION MAP

OHM Advisors

Clowry Grade Bridge 2

Clowry Grade Bridge 3



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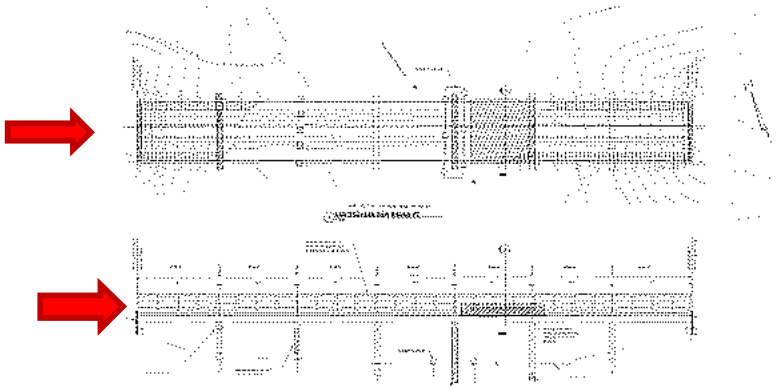

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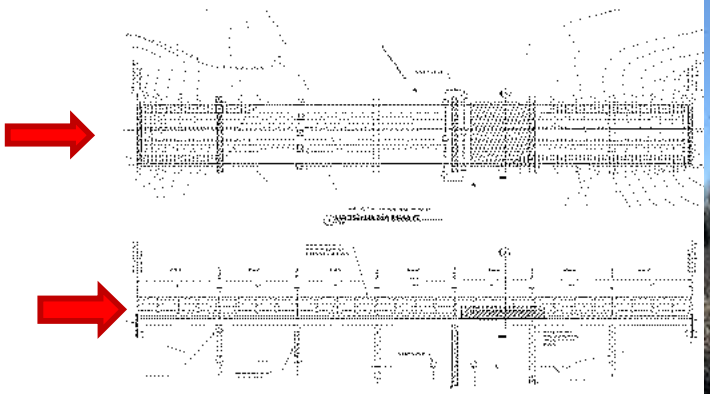

OHM Advisors

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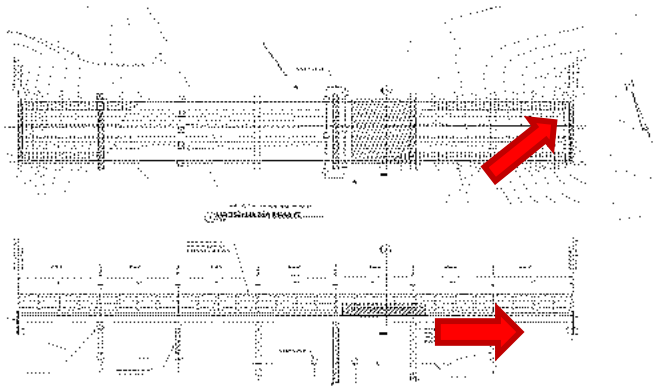

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NE
E
SE
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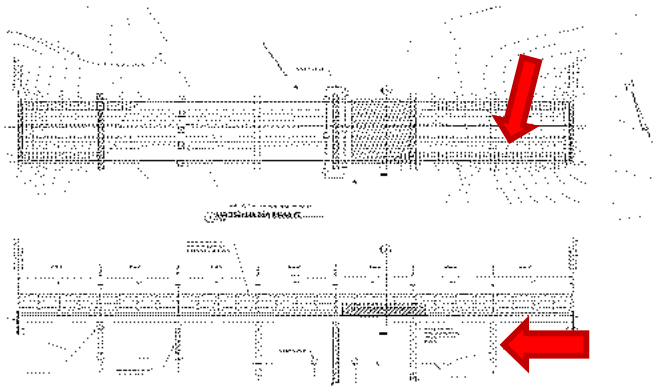
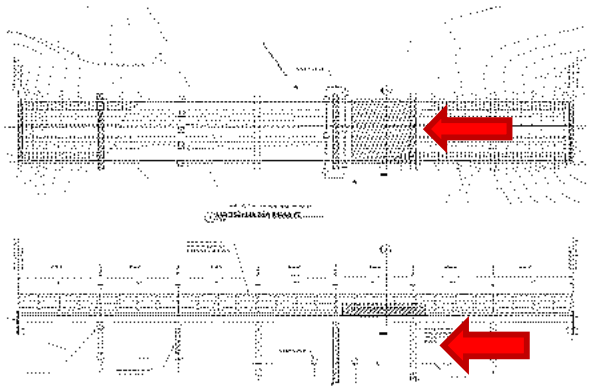
22 Apr 2021, 10:02:18

Bridge 2



S
SW
W
NW
150
180
210
240
270
300
232°SW (T)
46°31'36"N, 87°54'42"W ±216ft
1541ft
22 Apr 2021, 10:02:10

Bridge 2



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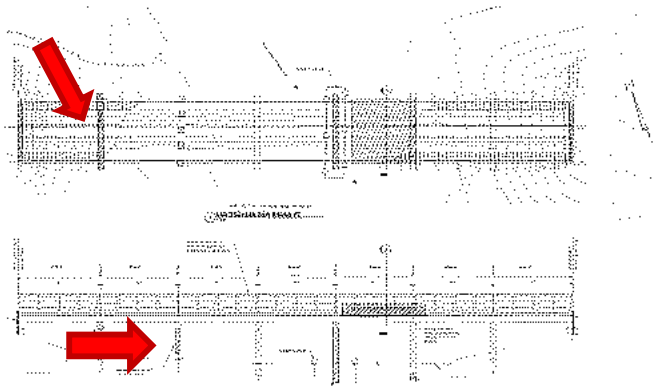

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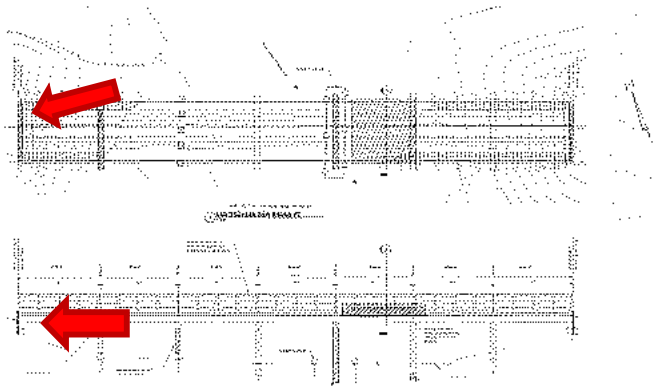

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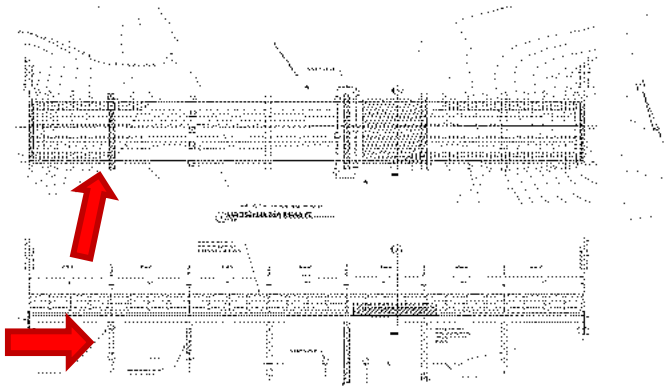

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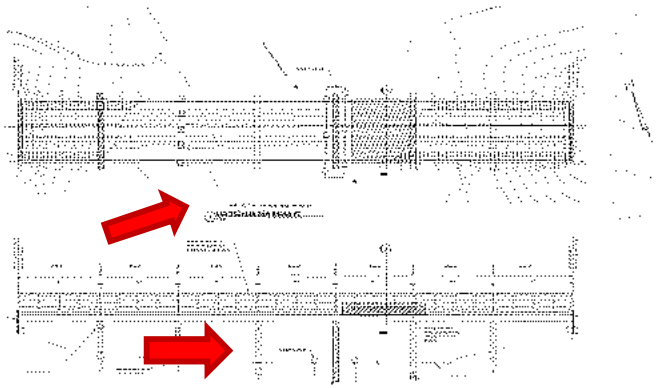

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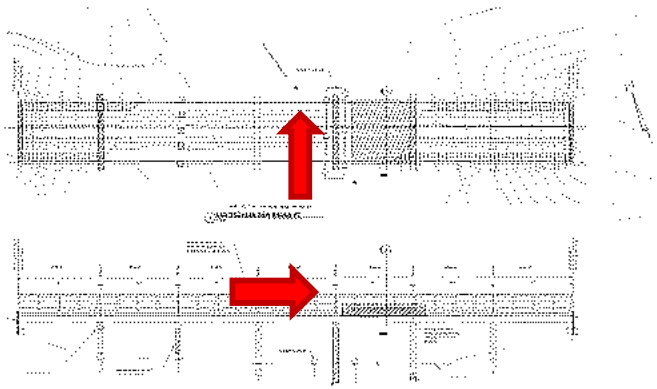

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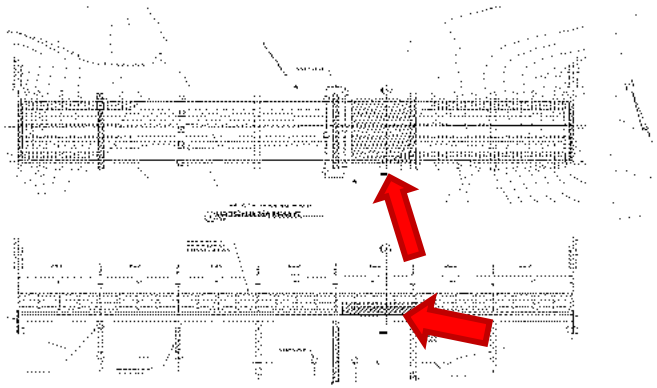

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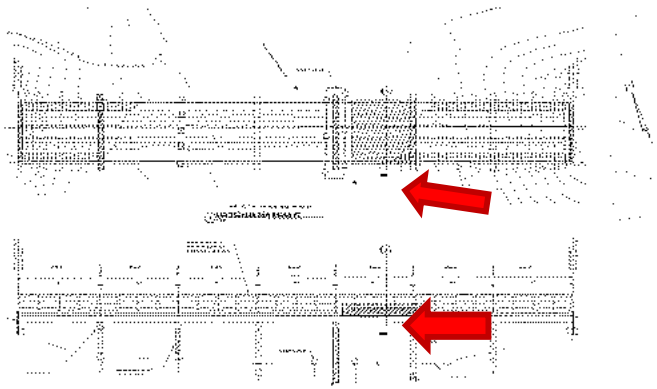

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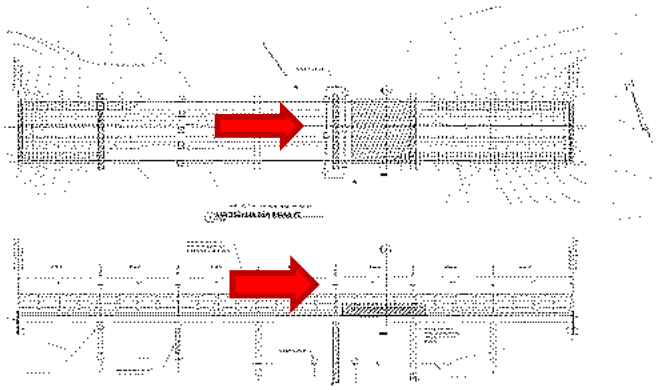

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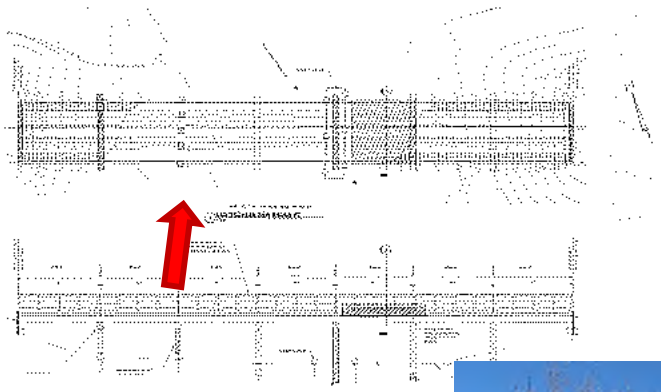
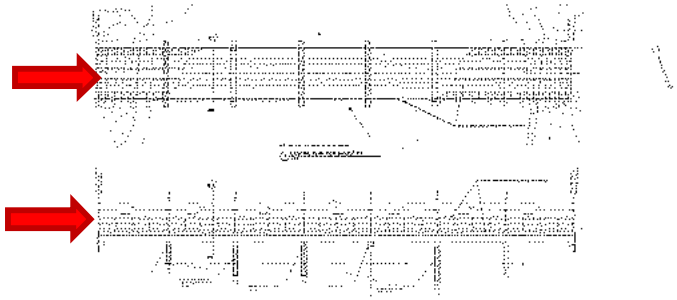


OHM Advisors

Bridge 3



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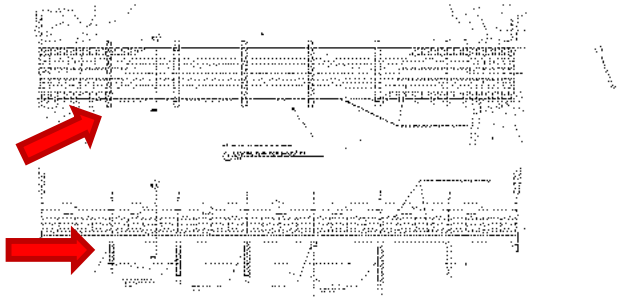

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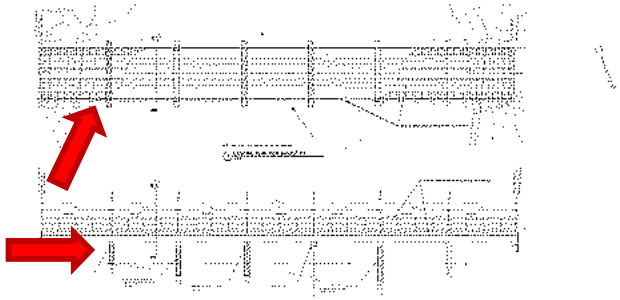
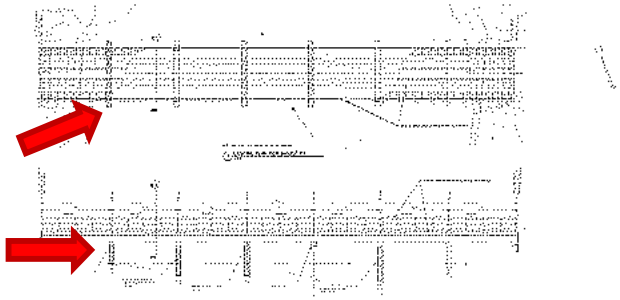


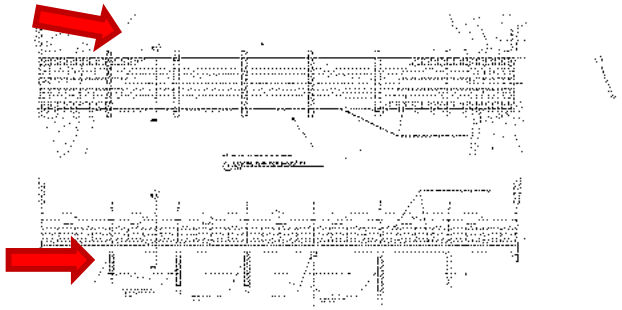
OHM Advisors

Bridge 3



OHM Advisors

Bridge 3



OHM Advisors

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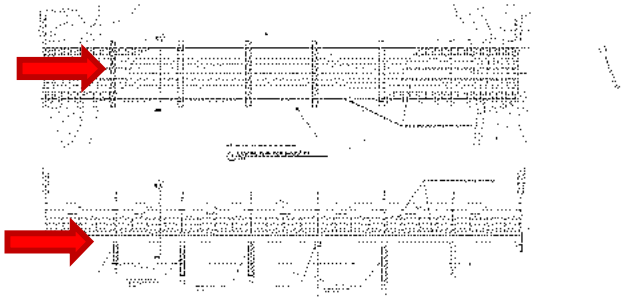

OHM Advisors

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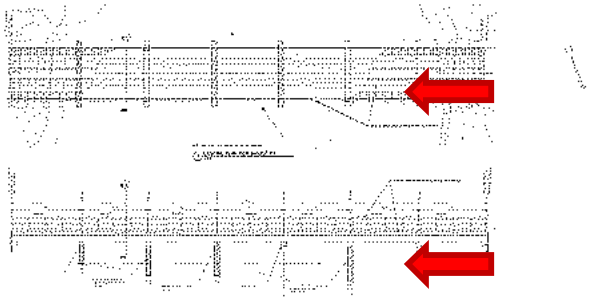
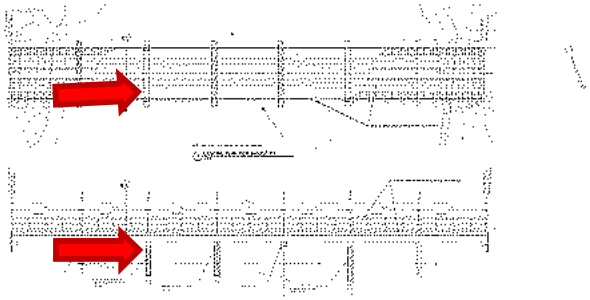


OHM Advisors

Bridge 3



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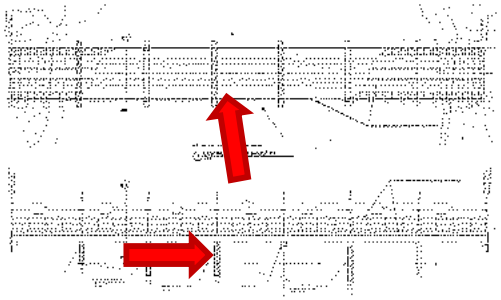
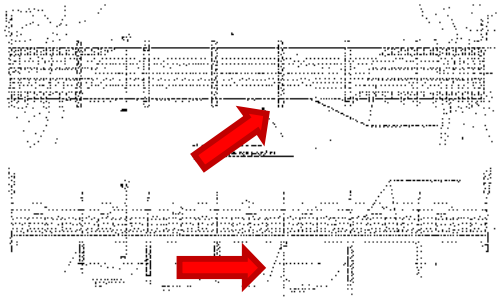
Bridge 3



OHM Advisors

Bridge 3



OHM Advisors

APPENDIX VI

PERMITS

NOTICE OF AUTHORIZATION

Permit Number: WRP032821 v. 1 **Date Issued: March 25, 2022**
Site Name: 52-Clowry Grade bridges-Champion Twp **Expiration Date: March 25, 2027**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- ☒ Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- ☒ Part 301, Inland Lakes and Streams.
- ☐ Part 303, Wetlands Protection.
- ☐ Part 315, Dam Safety.
- ☐ Part 323, Shorelands Protection and Management.
- ☐ Part 325, Great Lakes Submerged Lands.
- ☐ Part 353, Sand Dunes Protection and Management.

Authorized activity:

Complete maintenance on Bridges #2 and #3 (per attached plans) via repairs and/or replacements of the rails and deck, pile caps, piers and abutments. Floodplain impacts will consist of excavation of 3.3 cubic yards of material and backfilling with 3.1 cubic yards of material.

Waterbody Affected: Middle Branch Escanaba River
Property Location: Marquette County, Champion Township, TRS 48N 29W Sec 27

Permittee:
Rob Katona, MDNR
427 US-41 N
Baraga, MI 49908

Sean Soucy
Marquette District Office
Water Resources Division
906-250-0588

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.

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WRP032821 v1.0
Approved
Issued On:03/25/2022
Expires On:03/25/2027

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Rob Katona, MDNR
427 US-41 N
Baraga, MI 49908

Permit No:	**WRP032821 v.1**
Submission No.:	**HPF-TSWE-PY3A1**
Site Name:	**52-Clowry Grade bridges-Champion Twp**
Issued:	**March 25, 2022**
Expires:	**March 25, 2027**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- ☒ **Part 301, Inland Lakes and Streams**
- ☐ **Part 303, Wetlands Protection**
- ☐ **Part 315, Dam Safety**
- ☒ **Part 31, Water Resources Protection (Floodplain Regulatory Authority)**
- ☐ **Part 323, Shorelands Protection and Management**
- ☐ **Part 325, Great Lakes Submerged Lands**
- ☐ **Part 353, Sand Dunes Protection and Management**

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Complete maintenance on Bridges #2 and #3 (per attached plans) via repairs and/or replacements of the rails and deck, pile caps, piers and abutments. Floodplain impacts will consist of excavation of 3.3 cubic yards of material and backfilling with 3.1 cubic yards of material.

All work shall be completed in accordance with the attached plans and the terms and conditions of this permit.

Waterbody Affected:	Middle Branch Escanaba River
Property Location:	Marquette County, Champion Township, TRS 48N 29W Sec 27

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Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
I. This permit shall not be assigned or transferred without the written approval of EGLE.
J. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
K. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
L. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
M. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
N. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
O. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
P. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
Q. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit

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are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

R. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.

S. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).

T. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.

U. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

V. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.

W. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.

X. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

1. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit www.mi.gov/eglestormwater and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
2. The 100-year floodplain of the Middle Branch Escanaba River at this site is estimated to be elevation 1541.0 NAVD 88 or roughly 8.8 ft. above stream bottom. All materials remaining upon completion of the work shall be removed to outside of the 100-year floodplain.
3. All repair work within the floodplain shall be in-kind and in-place. This permit does not authorize changes in bridge cross-sectional geometry within the floodway (river channel and adjacent overbanks).
4. Prior to commencing removal of piers, the entire perimeter of the pier(s) shall be isolated with a turbidity curtain to prevent movement of suspended sediments. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion until all disturbed sediments have settled.
5. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
6. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
7. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
8. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
9. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

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Issued By: _____

Sean Soucy
Marquette District Office
Water Resources Division
906-250-0588

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

_____ _____

Permittee Signature Date

cc: Champion Township Clerk
Marquette CEA
Melody Harmon, OHM Advisors
Zane Hyrkas, OHM Advisors

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