



State of Michigan

**Department of Technology, Management and Budget
State Facilities Administration**

**DESIGN BUILD CONTRACT
Bidding and Contract Document
Minor Projects**

**File No.: 761/23453.LWM
Department of Environment, Great Lakes, and Energy
U. P. Geologic Repository
Ventilation Upgrades and Repairs
Gwinn, MI**

Bid Date: April 17, 2024, at 2:00 p.m., EASTERN

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DESIGN BUILD 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 through the SIGMA website at
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>**

FILE NUMBER 761/23453.LWM	DEPARTMENT/AGENCY EGLE	LOCATION UP Geologic Repository 416 Avenue C, Gwinn, MI 49841
CONTRACT COMPLETION DATE November 30, 2024	PROJECT NAME/PROJECTSCOPE UP Geological Repository Ventilation Upgrades and Repairs	
BID OPENING DATE Wednesday, April 17, 2024, at 2:00 p.m.	FOR AN EXAMINATION OF THE SITE CONTACT	
BY SIGNING AND SUBMITTING THE BID SUMMARY, THE BIDDER CERTIFIES THEY COMPLY WITH ALL PROVISIONS OF THE CONTRACT SOLICITATION. WE PROPOSE TO FURNISH, PERFORM, AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION FO THE BID PRICE(S) STATED BELOW.		
FIRM NAME AND COMPLETE ADDRESS <input type="checkbox"/> Qualified Disabled Veteran	TELEPHONE NUMBER	
	EMAIL ADDRESS	
	SIGMA VENDOR NUMBER	
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 Certification

BASE BID FROM BID SCHEDULE (Include Specified Allowances):

(use words)	Dollars	\$	(in figures)
Alternate 1: (add / subtract)	Dollars	\$	(in figures)
(use words)	Dollars	\$	(in figures)
Alternate 2: (add / subtract)	Dollars	\$	(in figures)
(use words)	Dollars	\$	(in figures)
Alternate 3: (add / subtract)	Dollars	\$	(in figures)
(use words)	Dollars	\$	(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 CONDITIONS OF THE CONTRACT.

Project Scope of Work (See attached Project Description):

Design-build services for the following:

- Provide and install an indirect 5,000 cfm, gas fired make up air unit located outdoors on a grade mounted stand. The unit would be 100% outside air and ducted through the storage warehouse area.

- In the storage warehouse, provide and install an exhaust system to keep a slight negative pressure with respect to the exterior and office area. The exhaust fan/s should be wall mounted for easier serviceability. The exhaust inlet being located across the building from the supply outlets would create a sweeping of the air from location of supply discharge to exhaust removal. The exhaust should pull from both high in the space as well as low to the floor to capture contaminants both lighter and heavier than air.
- Provide maintenance to the existing seven gas fired wall mounted units in the storage warehouse, to be used as backup heat source in the cold months.
- In the office area there is an existing ERV and ductwork, replace the ERV with a new ERV capable of 2000 cfm supply unit with 1200 cfm of return/exhaust providing an 800-cfm positive offset in the office area. This ERV should run continuously to maintain the differential. The existing duct work shall be maintained and extended into all rooms that have a door into the storage warehouse. The existing ACT grid and tile will remain, contractor will be required to remove and replace the existing tiles during installation. Patch and repair any roof penetrations or revisions from the upgrade of the system.
- Provide and install weather stripping at the four doors between the office and warehouse to prevent air leakage between the spaces.
- Provide Closers to the existing four doors between the office and storage warehouse.
- Contractor to coordinate with SEMCO to provide new gas line, meter, and regulators to the building capable to run all mechanical equipment simultaneously.
- Hire third party commissioning agent to provide test and balance of the system upon completion.

The Bidder shall 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: _____

FIRM NAME	TELEPHONE NUMBER AND EMAIL ADDRESS
-----------	------------------------------------

BID SCHEDULE

Not-To-Exceed Base Bid Schedule – The Not-to-Exceed Bid shall be broken down into compensation categories as shown below. The Not-To-Exceed Bid will be compensated according to actual costs per Section 6, Paragraphs 8.1 to 8.15

1. Design Services	\$ _____
2. Construction, Trade Labor, and Subcontractors	\$ _____
3. General Conditions	\$ _____
SUBTOTAL	\$ _____
4. Overhead and Profit (Percentage of Sub-Total Above) % _____	\$ _____
5. Management	\$ _____
TOTAL NOT TO EXCEED BID	\$ _____

Allowances:

- (a) Bidders must include in their Base Proposal Sum Construction, Trade Labor, and Subcontractors line a Cash Allowance of **\$5,000.00**
- (b) Bidders must include in their Base Proposal Sum Construction, Trade Labor, and Subcontractors line a Provisional Allowance of **\$0.00**

Not-to-Exceed Base Bid (Sum of Item Bid Prices for all Not-To-Exceed Bid Items):

_____ Dollars and No/Costs\$ _____
 (use words) (in figures)

If requested below, Bidder shall provide unit prices.

Item No.	Bid Quantity	Description	Unit Price	Item Bid Price

Schedule of Alternates – The Bidder will complete (or deduct from the Contract) the parts of the Work designated by the Alternates that follow and accept in full payment (or allow in full credit) for those parts of the Work the following Item Bid Prices

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price

The Bidder further acknowledges and agrees that the separate prices bid on this “Schedule of Alternates,” where they are applicable and deemed acceptable by the **Owner**, will be used if incorporated into the Contract when the **Owner** issues the Notice of Award.

FIRM NAME	TELEPHONE NUMBER AND EMAIL ADDRESS
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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 shall 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 of 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;
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan;
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury;

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 18.1264

BID BOND

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

Bid Security is attached and in the form of: Bid Bond – Bid Bond form has been duly executed; or
 Bank Certified; or
 Cashier's Check; or Money Order **(Check or Money Order must be delivered to issuing office prior to Bid Closing Time in addition to normal SIGMA submittals.)**

If the Bidder is an Individual:

Name of Individual: _____

Name and 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 Partnership)

Partner authorized to sign: _____

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 and Title of Authorized Officer: _____

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

Name and Title of Officer Attesting: _____

Signature: _____
Date

Business Address: _____

Telephone: _____ Fax: _____

State of Incorporation: _____

If The Bidder is A Joint Venture: JOINT VENTURE SIGNATURES SHALL BE AS PROVIDED IN INSTRUCTIONS TO BIDDERS. EACH JOINT VENTURER SIGNING THE BID SHALL 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 _____.

BID SUBMITTALS

(Projects over \$250,000 only)

See the attached Project Description, which includes the scope of work, and the Owner's requirements for schedule, quality, budget, and other needs.

Bid submittals are required for projects over \$250,000 and are to be provided at the time of Bid, in the format outlined below:

1. Business Organization, Team Composition, and Experience:
Provide the full names and addresses of the DB Entity, the DB Entity's Architect/Engineer, and any other team member firms that will provide design or construction services. List a minimum of three similar projects successfully completed by the DB Entity, with reference contact information.
2. Understanding of the Project Scope of Work and Requirements:
Concisely describe your understanding of the project scope of work and your understanding of the schedule, quality, budget, and other requirements. Describe your proposed solution to the project scope of work.
3. Work Plan and Schedule:
Concisely describe your plan for successful completion of the project and how you will meet the schedule, quality, budget and other requirements. Provide your preliminary schedule with major milestones.
4. Key Personnel:
Identify the DB Entity's Project Manager, Superintendent, and Architect/Engineer, with resumes.
5. Design Build (BD) Entity Hourly Billing Rate Schedule:
Attach a list of the hourly billing rates for the DB Entity's staff, by job title and individual. These rates will form the basis for invoicing self-performed design services, general conditions, and management against the Not-To-Exceed Bid categories.
6. Additional Information:
Include any additional information you believe to be pertinent to the project problem but not specifically requested elsewhere in the Bidding Documents.

LIST OF SIMILAR PROJECTS COMPLETED BY THE BIDDER

Please list at least three (3) 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: _____

PERFORMANCE BOND

SURETY COMPANY REFERENCE NO. _____

That "the DB Entity," _____, 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 DB Entity 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 DB Entity 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 DB Entity 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 DB Entity 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 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 shall be solely for the protection of the Owner and its successors, legal representatives or assigns.

C. It is the intention of the DB Entity and Surety that they shall 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 shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs – Insurance Bureau, shall be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, shall 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

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

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

THE DB ENTITY: (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.: _____

Email: _____

PAYMENT BOND

SURETY COMPANY REFERENCE NO. _____

"the DB Entity," _____, 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 DB Entity 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 DB Entity 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 DB Entity promptly pays all claimants supplying labor or materials to the DB Entity or to the DB Entity's subcontractors in the prosecution of the Work, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

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).

A. All rights and remedies on this Payment Bond are solely for the protection of all claimants supplying labor and materials to the DB Entity or the DB Entity's subcontractors in the prosecution of the Work, and shall be determined in accordance with Michigan Law.

C. It is the intention of the DB Entity and Surety that they shall 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 shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

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) shall release

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs – Insurance Bureau, shall be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the Owner in writing, shall 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

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

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

THE DB ENTITY: (Print Full Name and Sign)

By: _____

WITNESS _____

Name & Title: _____

THE SURETY: (Print Full Name and Sign)

WITNESS _____

Telephone No.: _____

Agent: _____

Attorney-in-Fact: _____

Telephone No.: _____

Email: _____

SECTION ONE – PRE-BID INFORMATION

1. **INVITATION TO BID (ITB):** Your firm is invited to submit a Bid. See the attached Project Description, which includes the scope of work, any other documents provided, and the Owner’s requirements for schedule, quality, cost and other needs.

The State of Michigan as the Owner will receive **bids electronically through the SIGMA website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>**, for Design Build Services for UP Geologic Repository (UPGR) – Ventilation Upgrades and Repairs until 2:00 p.m., ET, on Wednesday, April 17, 2024. 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. DB Entity may agree to extend the Bid hold period. However, any such extension shall be based upon no increase in the Bid Price and/or Contract Time.

2. **WORK DESCRIPTION:** The Work (Project Title), U. P. Geologic Repository (UPGR) – Ventilation Upgrades and Repairs DTMB File N751/23453.LWM includes, but is not necessarily limited to:

Design-build services to provide the following:

- Provide and install an indirect 5,000 cfm, gas fired make up air unit located outdoors on a grade mounted stand. The unit would be 100% outside air and ducted through the storage warehouse area.
- In the storage warehouse, provide and install an exhaust system to keep a slight negative pressure with respect to the exterior and office area. The exhaust fan/s should be wall mounted for easier serviceability. The exhaust inlet being located across the building from the supply outlets would create a sweeping of the air from location of supply discharge to exhaust removal. The exhaust should pull from both high in the space as well as low to the floor to capture contaminants both lighter and heavier than air.
- Provide maintenance to the existing seven gas fired wall mounted units in the storage warehouse, to be used as backup heat source in the cold months.
- In the office area there is an existing ERV and ductwork, replace the ERV with a new ERV capable of 2000 cfm supply unit with 1200 cfm of return/exhaust providing an 800-cfm positive offset in the office area. This ERV should run continuously to maintain the differential. The existing duct work shall be maintained and extended into all rooms that have a door into the storage warehouse. The existing ACT grid and tile will remain, contractor will be required to remove and replace the existing tiles during installation. Patch and repair any roof penetrations or revisions from the upgrade of the system.
- Provide and install weather stripping at the four doors between the office and warehouse to prevent air leakage between the spaces.
- Provide Closers to the existing four doors between the office and storage warehouse.
- Contractor to coordinate with SEMCO to provide new gas line, meter, and regulators to the building capable to run all mechanical equipment simultaneously.
- Hire third party commissioning agent to provide test and balance of the system upon completion.

The site is located at 416 Avenue C, Gwinn, Michigan 49841.

3. **PRE-BID CONFERENCE:** A MANDATORY Pre-Bid conference will be held at U. P. Geologic Repository, 416 Avenue C, Gwinn MI on April 4, 2024, at 10:00 a.m., EASTERN. A tour of the facility will immediately follow the Pre-Bid Meeting. All prospective Bidders are required encouraged to attend the tour, if held. Other parties interested in the Work are encouraged to attend the tour. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the Owner may otherwise consider necessary.

FOR CORRECTIONAL FACILITIES ONLY: All contractor/vendor representatives attending a Pre-Bid Walk Through Meeting must submit a Vendor/Contractor LEIN Request five business days prior to the meeting date, (Lein Request For CAJ-1037 attached to Bid posting). Send the LEIN Request form, filled out and signed, by email to SmithD76@michigan.gov & FrostS1@michigan.gov. The email “Subject” must include (Facility Name, Project Name, Date & Time of Pre-Bid Walk Through Meeting).

4. **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**.

5. **EQUAL EMPLOYMENT OPPORTUNITY:** Covenants to not discriminate in employment by Design-Build Entities, Subcontractors, and Suppliers required by Law are contained in this Contract and are applicable to the Work and any Sub-agreement under the Contract.
6. **CONTRACT TIMES:** The Contract Times and the associated liquidated damages are specified in the Contract.
7. **CONTACT PERSON:** All requests or inquiries concerning the Bidding Documents or the Work shall be emailed to: Lisa Wrate-Mahrey (Project Director) at wratemahrey@michigan.gov.
8. **AWARD:** Subject to any agreed extension of the period for holding Bids, Bids shall 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.
9. **PERFORMANCE AND PAYMENT BONDS:** A performance bond and a payment bond are required for all contracts over \$50,000.00.

END OF SECTION ONE

SECTION TWO – INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:** Execute Bid fully and properly. Bid Summary Form and Bid Form Attachments shall be used and completely filled out for the Bid to be considered responsive and meeting the requirements of the contract solicitation. All Bid prices shall 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;
 - 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;
- Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)
- Other Forms;

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).
- Bid Submittals

3. **BID SUBMISSION:** Bids must be submitted electronically through the SIGMA website at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
4. **Left Blank Intentionally.**
5. **MICHIGAN PREFERENCE CERTIFICATION:** All Bidders submitting Bids in excess of \$250,000.00 shall 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.
6. **BID SUBMITTAL:** For projects over \$250,000, the Owner requires a Bid Submittal from the Bidders. The Bid Submittals will be used in evaluating the Best Value Bids under Section 2, paragraph 17. Failure to provide the submittals may disqualify the Bid.
7. **SIGNATURES:** All Bids, notifications, claims, and statements shall be signed as follows:
 - (a) **Corporations:** Signature of official shall be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the individual signing to bind the corporation.
 - (b) **Partnerships:** Signature of one partner shall be accompanied by a 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 shall be witnessed
8. **BID PRICES:** The Bidder's Not-To-Exceed Bid and Alternate Bid prices shall include, and payment for completed Work will compensate in full for: all professional design, 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 as required to fulfill the Owner's Project requirements as described on the attached Project Description and as approved through the project design process by the Owner. For each Cash Allowance item, the Bidder shall include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fees (for both the Bidder's and any 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 shall 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.
9. **INSPECTION OF BIDDING DOCUMENTS AND SITE CONDITIONS:** The Bidder shall 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.
10. **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 Project Director. Requests or inquiries received less than seven Calendar Days before the date of Bid opening will be answered only if the response can be given through an Addendum made available at least seventy-two hours before Bid opening (counting Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid without readvertising following the issuance of post-Bid Addenda.

Bidders shall 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 the scope of construction included in the Work is not defined at the time of Bidding and payments will be made only for actual construction trade work completed in accordance with the approved Contract Documents.
11. **MODIFICATION OF RECEIVED BID:** The entire bid must be resubmitted on the SIGMA website.

12. **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. The request to withdraw a Bid due to error shall be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening. The claim shall 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 shall 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.
13. **BID OPENING:** N/A.
14. **BID IRREGULARITIES:** The following irregularities on any Bid Form or Bid Form Attachment shall 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 shall be used;
 - (c) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder shall 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 shall be used;
 - (e) between a stipulated Allowance and the amount entered, the Allowance shall be used;
 - (f) any mobilization pay item exceeding the maximum specified shall be ignored and the Bid shall remain unchanged;
 - (g) if any Bidder fails or neglects to bid a Unit Price for an item of Unit Price Work but shows a "Bid Price" for that item, the missing unit price shall 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 shall 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, shall be used.
15. **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:
 - (i) The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - (ii) A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - (iii) 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.
 - (iv) Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).

- (v) 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.
- (vi) A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- (vii) 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.

16. **REJECTION OF BID:** The Bidder acknowledges the right of the Owner to reject any Bids and to waive any 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 does not have satisfactory response for issues listed on the Responsibility Certification attached to the Bid or is not responsible as determined by the Owner;
 - (c) the Bidder's performance as a DB Entity 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; or
 - (e) the Bid exceeds the funds available.

17. **CONTRACT AND CONTRACT AWARD:**

17.1 If the Owner elects to award the Contract, the Owner will make the award to the responsive and responsible best value bidder. Determination of the lowest three Bidders shall be on the basis of 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.

17.2 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.

17.3 For the purpose of evaluating and determining the three low responsive bids, 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. 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

- 17.4 The Apparent Low Bidders will be evaluated for responsiveness and responsibility based on the following:
- (a) Compliance with the bid specifications and requirements.
 - (b) The Bidder's financial resources.
 - (c) The Bidder's technical capabilities.
 - (d) The Bidder's technical experience.
 - (e) The Bidder's past performance.
 - (f) The Bidder's insurance and bonding capacity.
 - (g) The Bidder's business integrity.

Some qualitative components that may be evaluated are:

- (a) Technical approach.
- (b) Quality of proposed personnel.
- (c) Management plans.

- 17.5 For contracts under \$250,000, best value will primarily be based on the lowest responsive and responsible bid.
18. **CONTRACT TIME; LIQUIDATED DAMAGES:** The Project described in the Contract Documents shall be completed by November 30, 2024 based on Notice-to-Proceed, except for Punch List items that do not interfere with the complete operation and use of all parts of the Contract Work. This Contract Time is of the essence and liquidated damages for each Calendar Day that expires after Substantial Completion of the entire Work shall be in the amount of \$250.00 per calendar 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
19. **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 DB Entity that are covered by the mobilization pay item. This cost shall not exceed four percent (4%) of the Not-To-Exceed Bid, unless otherwise expressly provided in the Bidding Documents.
20. **SAFETY REQUIREMENTS AND LAWS:** The Bidder awarded the Contract shall comply with all applicable federal, state and local Laws including health and safety regulations, environmental protection, permits and licensing.
21. **MICHIGAN PRODUCTS AND RECYCLED PRODUCTS:** All DB Entities, Subcontractors, DB Entity Architect-Engineers, and Suppliers are encouraged to specify and/or provide Michigan-made products, whenever possible where price, quality, and performance are equal or superior to non-Michigan products. All DB Entities, Subcontractors, DB Entity Architect-Engineers and Suppliers are encouraged to specify and/or provide recycled products, green products, and/or environmentally-friendly products whenever possible where price, quality, and performance meet the Project requirements. The DB Entity 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.
22. **SOIL EROSION AND SEDIMENTATION CONTROL:** All Work under this Contract shall 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. SESC measures will be monitored and enforced by DTMB-SFA, or another authorized enforcing agency if so delegated, through the review of the DB Entity's implementation plans and site inspections. SFA or the other authorized enforcing agency will notify the DB Entity 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. DTMB-SFA has the right to assess a fine to the DB Entity for noncompliance with the SESC regulations applicable to this Work and fines shall 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 TWO

SECTION THREE – SUPPLEMENTARY INSTRUCTIONS

1. The provisions of this Section amend or supplement Section Two – 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.
2. **The OHM Phase 100 report is to be used as a guide, not as the final design, see appendix VI.**

END OF SECTION THREE

SECTION FOUR – INFORMATION FOR BIDDERS

1. **PERMITS, APPROVALS, LICENSES AND FEES**
 - 1.1 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: [Click here to enter text.](#)
 - 1.2 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 Invitation to Bid.
 - 1.3 Except for any permits, approvals, licenses and fees identified above, the DB Entity shall be responsible for all permits, approvals, licenses and fees applicable to Work.
2. **TAXES:** The DB Entity 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 DB Entity 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.
3. **SEQUENCING REQUIREMENTS:** Refer to the Bidding Documents for information, data and criteria on sequences of Work restraints, construction and maintenance of service to existing facilities, which, if provided, shall govern the selection of Work sequences. Each Bidder shall 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, UNDERGROUND UTILITIES, AND EXISTING PHYSICAL CONDITIONS:** Information or data about subsurface conditions, Underground Utilities, buildings, systems, facilities, and other Project information is listed below and is available to the Bidders. The Owner does not warrant that this list identifies all existing relevant documents. The Owner does not warrant the accuracy or thoroughness of this information or data. The DB Entity is responsible for field verification and investigation. [The Phase 100 report by OHM is for informational purposes only, not for final design.](#)
5. **PREVAILING WAGE:** The Bidding Documents include either the attached Appendix of prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the Bid and resulting Contract, if any, or the attached current prevailing wage determination issued by the U.S. Department of Labor, as applicable depending on the funding source(s). [Please Note: Prevailing Wages will be included in Addendum 1](#)

END OF SECTION FOUR

SECTION FIVE – GENERAL PROVISIONS

1. **INTERPRETATIONS:** Any requests for clarifications or interpretations of the Bidding Documents shall be in writing to the Project Director, who will issue written clarifications or interpretations as appropriate. As the Project is designed and constructed, if the DB Entity believes that such clarification or interpretation justifies an adjustment to the Not-To-Exceed Contract Price/Time, the DB Entity shall promptly notify the Project Director in writing before proceeding with the Work Involved. If the DB Entity fails to notify the Project Director before proceeding with the Work Involved, any adjustment to the Contract Price is waived.
2. **STANDARDS:** The Contract Documents to be prepared by the DB Entity will describe the entire Work. The provisions of the Contract Documents shall 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 shall govern. The DB Entity's responsibilities extend to cover subcontractors and suppliers if liable as a result of their actions or obligations.

3. **CONTRACT TIME COMPUTATION:** The time to complete the Work shall be made in Calendar Days and shall include both the first and last day. The first day is established by the Notice-to-Proceed.
4. **TECHNICAL SPECIFICATIONS AND PRIORITY:** The following applies whenever priority is called for in Contract Documents: specifications shall govern Drawings; figured dimensions shall govern scaled dimensions; detail drawings shall govern general drawings; Drawings shall govern Submittals.
5. **INDEMNIFICATION:** To the extent permitted by law, the DB Entity is required to defend, indemnify and hold harmless the Owner, its 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, attorneys and others and all court, hearing and any other dispute resolution costs arising from:
 - (a) any patent or copyright infringement by the DB Entity;
 - (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 DB Entity '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 DB Entity's or Subcontractor's or Supplier's negligence, omissions or failure to maintain the required insurance and coverage and;
 - (d) a failure by the DB Entity to appropriately handle Hazardous Materials for the Work or the DB Entity'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 DB Entity or Subcontractor or Supplier under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
6. **CONTRACT DOCUMENTS OWNERSHIP:** The State is the owner of the Contract Documents. The DB Entity, Subcontractor or Supplier shall not reuse any of the documents on any other Project without prior written consent of the State

END OF SECTION FIVE

SECTION SIX – RIGHTS AND RESPONSIBILITIES

1. OWNER'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Representation and Authority:** The Project Director and/or Owner Field Representative will represent the Owner. Only the Project Director has the authority to interpret the requirements of the Bidding Documents or to authorize any changes in the Work. Adjustments in the Not-To-Exceed Contract Price or Contract Time shall be authorized by the Project Director and the Contract amended by Contract Change Order. The State will provide the necessary easements for permanent structure and permanent changes in existing lands, areas, properties, and facilities.
- 1.2 **Salvage:** The Owner 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 Owner will remove salvaged items before commencement of the Work.
- 1.3 **Removal and Protection:** The DB Entity 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 DB Entity cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The DB Entity must furnish, install, maintain, and remove all coverings used to protect furnishings, window coverings and movable equipment.

2. DB ENTITY'S RIGHTS AND RESPONSIBILITIES

- 2.1 **General:** The DB Entity shall administer the entire project by directing, coordinating, scheduling and expediting all Subcontractor work with a minimum disturbance to or interference to the business operations on site or adjacent properties.

- 2.2 **Coordination:** The DB Entity shall develop and provide a project schedule and other appropriate procedures and methods to ensure that the Subcontractors function harmoniously in accordance with the plans and specifications and meet the Owner's objectives of cost, time, and quality. Any building utility service interruptions or outages including security required by the DB Entity in performing the Work must be prearranged with the staff of the State Agency and must occur only during those scheduled times.
- 2.3 **Communication:** The DB Entity shall conduct design and coordination meetings and shall maintain project lines of authority and communication.
- 2.4 **Schedules:** The DB Entity shall develop, maintain, and enforce the project schedule and the orderly performance of the Work within the Contract Time; report changed conditions to the Project Director; verify that each Subcontractor labor force, product deliveries, and construction equipment are available and adequate for maintaining the project schedule; and report conditions which will adversely affect the schedule to the Project Director with recommendations for corrective action. Once the Project is started, it must be carried to completion without delay.
- 2.5 **Submittals:** The DB Entity shall coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals.
- 2.6 **Interpretations:** The DB Entity shall consult with its Architect/Engineer (A/E) to obtain interpretations of the plans and specifications; assist in resolution of questions which may arise; and transmit written interpretations to concerned parties.
- 2.7 **Use of Site:** The DB Entity shall allocate use and location of temporary offices and storage areas; verify that adequate temporary utilities are provided and maintained; and administer traffic and parking controls. The DB Entity shall obtain, at no increase in Contract Price/Time, permits for any other lands, areas, properties, facilities, rights-of-way, and easements required by the DB Entity for temporary facilities, storage, disposal of soil or waste material, or any other purpose. The DB Entity shall submit copies of the permits and written agreements to the Project Director. The DB Entity shall engage a registered land surveyor to establish the necessary reference points and/or base lines for construction and shall be responsible for protecting them, including benchmarks and Project elevations
- 2.8 **Verification of Dimensions and Existing Conditions:** All dimensions and existing conditions shall be verified by the DB Entity by actual measurement and observation. Failure to verify shall constitute the DB Entity's acceptance of existing conditions as fit for the proper execution of its work.
- 2.9 **Laying out the Work:** The DB Entity shall be responsible for properly and accurately laying out the Work and for all lines, levels, elevations and measurements for all the Work under this Contract.
- 2.10 **Supervision of the Work:** The DB Entity shall supervise the Work. The DB Entity shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Contract.
- 2.11 **Superintendent:** The DB Entity shall employ a competent superintendent, who shall be in attendance at the site throughout the active performance of the Work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the DB Entity regarding to manpower schedule, coordination, and cooperation. The Superintendent shall be a direct employee of the DB Entity.
- (a) The Superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity
 - (b) The DTMB Superintendent Designation [form](#) must be completed by the DB Entity and submitted before beginning any work.
 - (c) The DB Entity may request a change of the superintendent by written request to the Project Director at least fifteen calendar days in advance of its proposed change. In case of emergency, notify the Project Director as soon as possible, and obtain the Project Director's approval of the substitute within 15 calendar days. The request for change of superintendent shall include the reasons for the change and a detailed resume of the proposed replacement. No replacement shall be made unless and until the Project Director has given written authorization to do so
 - (d) In the event the superintendent fails to perform his duties under the contract requirements, the Project Director may, in writing, require the DB Entity to remove the superintendent from the project. The DB Entity shall provide a competent replacement to be approved by Owner.

- 2.12 **Adequate Staff:** The DB Entity shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of this Contract.
- 2.13 **Inspections:** The DB Entity shall schedule, give notice, and participate in the various permit inspections, the inspection for Substantial Completion, and final acceptance of the Work
- 2.14 **Subcontractors and Suppliers:** The physical work activities may be performed by a combination of self-performance, tradesmen, or Subcontractors, with approval of the Department. If Subcontractors are used, they shall be selected through a public advertisement or other competitive selection process, preapproved by the Department. The final selection process shall be performed by the DB Entity. In an emergency situation, this work may be performed on a time-and-materials basis, with the written approval of the Department. The Owner assumes no contractual obligations to anyone other than the DB Entity. All trade construction Drawings shall be field coordinated before fabrication and/or installation. The Owner reserves the right to reject or revoke, for its convenience, any approved Subcontractor or Supplier. Work performed by any Subcontractor or Supplier shall be through an appropriate written agreement that:
- (a) expressly binds the Subcontractor or Supplier to the requirements of the Contract Documents, and
 - (b) contains the waiver of rights provisions set forth in this Section 6, paragraph 4.5.
- 2.15 **Lines and Grades:** The DB Entity is required to furnish certifications that the lines and grades for all concrete work were checked before and after placing concrete, and that final grades are as required by the Contract Documents.
- 2.16 **Cutting and Patching, Restoration:** Wherever required, the DB Entity shall 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 DB Entity shall restore to pre-existing conditions all walks, roadways, paved or landscaped areas and other real and personal property not designated for alteration. Holes or openings cut in exterior walls and roofs for installation of materials or equipment must be waterproofed by appropriate, approved materials and methods. 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.
- 2.17 **Record Documents:** The DB Entity shall maintain at the site 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;
 - (d) all lines, grades, boundaries, and other survey information.
- 2.18 **Field Records:** The DB Entity shall maintain and furnish promptly to the Project Director, upon their request, daily field reports recording the on-site labor force and equipment (DB Entity's and Subcontractors); materials/equipment received; visits by Suppliers; significant in-progress and completed trade Work, and other pertinent information.
- 2.19 **Emergencies:** The DB Entity is obligated to act to prevent threatened damage, death, injury or loss without any special instruction in emergencies and shall give the Owner prompt written notice of any changes in Work resulting from the action taken for review and approval.
- 2.20 **Prevailing Wage and Access to Payroll Records:** To the extent applicable, DB Entity will comply with federal and state (2023 PA 10, MCL 408.1101 to 408.1126) prevailing wage requirements.

Federal Prevailing Wages -The federal prevailing wage requirements in the attached Federal Provisions Addendum (Appendix V) apply when 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") applies.

State Prevailing Wages-The following provisions of this Article 7.15 apply when 2023 PA 10 applies.

Prevailing Wage and Fringe Benefits--The rates of wages and fringe benefits to be paid to each class of Construction Mechanic by DB Entity and Subcontractors, shall not be less than the wage rates and fringe benefit rates prevailing in the locality in which the work is performed.

Nondiscrimination, Nonretaliation- DB Entity or a Subcontractor shall not discharge, discipline, retaliate against, or otherwise discriminate against a Construction Mechanic, or threaten to do any of these things, because the Construction Mechanic reported or was about to report a violation or suspected violation of the act.

Construction Mechanics under this Contract are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any such Construction Mechanic aggrieved by failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the Contract, or by violation of section 7 of 2023 PA 10, in addition to any other remedies provided by law, may bring an action in a court of competent jurisdiction against such contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

DB Entity and Subcontractors shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in this Contract and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each Construction Mechanic employed by it in connection with the Contract. This record shall be available for reasonable inspection by the State.

2.21 The DB Entity and its Subcontractors shall 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 DB Entity's prices for the Bid, Change Order, proposal or claim. The Owner or its representative shall have access to those records, shall have the right to interview the DB Entity's employees and shall 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 shall 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 DB Entity shall 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 commitment to provide such benefits is enforceable, and; that the plan or program is financially responsible and has been communicated in writing to the workers affected.

2.22 **Nondiscrimination:** The DB Entity and each Subcontractor and Supplier covenants to comply with the following requirements:

- (a) Not to discriminate against any employee or employment applicant because of race, religion, color, national origin, age, sex (*as defined in Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- (b) To take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but is not limited to employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship;
- (c) To state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position;
- (d) To send, or have its collective bargaining representative send, each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising that labor union or worker's representative of commitments under this provision;

- (e) To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons With Disabilities 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 which may be in effect on or before the date of Bid opening.
- (f) A breach of the covenants set forth in paragraphs 2.21 (a) through 2.21 (e) shall be regarded as a material breach of the Contract
- 2.23 **Nondiscrimination Compliance:** The DB Entity shall furnish and file compliance reports within the times, and using the forms, prescribed by the Michigan Civil Rights Commission. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the DB Entity and Subcontractors. The DB Entity shall permit access to Records by the Michigan Civil Rights Commission and its agent for the purposes of ascertaining compliance with the Contract Documents and with rules, regulations and orders of the Michigan Civil Rights Commission. If, after a hearing held pursuant to its rules, the Michigan Civil Rights Commission finds that the DB Entity has not complied with the nondiscrimination requirements of the Contract Documents, the Michigan Civil Rights Commission may, as part of its order, certify said findings to the Board. Upon receipt of certification, the Board may order the cancellation of the Contract and/or declare the DB Entity ineligible for future contracts with the State, until the DB Entity complies with said order of the Michigan Civil Rights Commission.
- 2.24 **Michigan Residency for Employees:** Fifty percent (50%) of the persons employed on the Work by the DB Entity shall 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 omitted in writing, at the sole discretion of the Owner, to the extent that Michigan residents are not available or to the extent necessary to comply with federal Law concerning federal funds used for the Project. A breach of this requirement shall be considered a material breach of the Contract. This residency requirement shall not apply to the DB Entity or to any Subcontractor if the DB Entity or any such Subcontractor is signatory to collective bargaining agreements which allow for the portability of employees on an interstate basis (The Management and Budget Act, 1984 PA 431, as amended, MCL 18.1241a).
- 2.25 **Responsibilities for Underground Utilities:** The DB Entity must comply with the 2013 PA 174, as amended, MCL 460.721 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 DB Entity must notify MISS DIG to locate and mark utilities on properties that are not State properties. In addition, the DB Entity 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.
- 2.26 **Hazardous Material Conditions:** If the DB Entity encounters material reasonably believed to be Hazardous Material, which could not have reasonably been expected, and was not generated or brought to the site by the DB Entity, the DB Entity 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 may stop the Work and terminate the affected Work or the Contract for convenience; may contract others to have the Hazardous Material removed or rendered harmless or; issue a written Contract Change Order to amend the Contract Price/Time. If Hazardous Material is brought to site by the DB Entity 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 DB Entity is responsible for the Delay and costs to clean up the site, and must remove and render harmless the Hazardous Material to the satisfaction of the Owner, State and all Political Subdivisions with jurisdiction.
- 2.27 **Incidents with Archaeological Features:** The DB Entity 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 DB Entity encounters such features which result in an anticipated change to the Contract Price/Time, the Owner may issue a written Contract Change Order.
- 2.28 **Safety and Protection:** The DB Entity 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 seg., and all rules promulgated under the Act. The DB Entity 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 DB Entity is solely responsible for initiating, maintaining and supervising all safety precautions and programs and such responsibility must continue until such time as the Owner 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 DB Entity 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;
- (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 DB Entity 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.

2.29 **Fire Hazard Conditions:**

- (a) The fire hazard classification of finish materials 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).

2.30 **Michigan Right-To-Know Law:** The DB Entity 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 DB Entity, employer or Subcontractor must post and update these notices at the site.

2.31 **Environmental Requirements:** The DB Entity 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.

2.32 **Miscellaneous:** Other rights and responsibilities of the DB Entity are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the DB Entity to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

3. **DB ENTITY'S ARCHITECT-ENGINEER'S (A/E) RIGHTS AND RESPONSIBILITIES**

3.1 **Design:** The DB Entity's Architect Engineer (A/E) is responsible for all design decisions and design products and review, coordination and approval of construction documents, drawings and specifications. The DB Entity may self-perform professional design responsibilities in accordance with PA 230 of 1972 and PA 299 of 1980, or may subcontract professional design responsibilities.

3.2 **Submittals:** The A/E will review and monitor all required DB Entity submittals for conformance with the approved contract documents.

3.3 **Payments:** The A/E will review payment applications and attend and assist the Owner in payment review meetings.

3.4 **Closeout:** The A/E shall certify to the Owner that to the best of its knowledge, the Work conforms to the requirements of the Contract Documents and will review and certify the Record Documents.

3.5 **Miscellaneous:** Other responsibilities and authority of the A/E are set forth throughout the Contract Documents.

4. **BONDS AND INSURANCE**

4.1 **Performance and Payment Bond:** Both the Performance Bond and Payment Bond shall 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 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. Insurers shall 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 shall 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 shall attach evidence of the authorization. The DB Entity agrees that insurance coverage afforded under the policies 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 DB Entity shall not perform any part of the Work unless the DB Entity has all the required insurance in full force and effect.

4.2 **Minimum Insurance Coverage:** The DB Entity is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the DB Entity's performance of services under the terms of this Contract, whether such services are performed by the DB Build Entity, 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 DB Entity waives all rights against the State for recovery of damages to the extent these damages are covered by the insurance policies the DB Entity is required to maintain pursuant to this Contract. The DB Entity 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 shall 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 OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE DB ENTITY SHALL FURNISH TO DTMB-SFA CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE SHALL BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NUMBER SHALL BE SHOWN ON THE CERTIFICATES OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the DB Entity. All such Certificate(s) shall 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 shall include the CONTRACT NUMBER affected and be mailed to the Project Director.

The DB Entity 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 shall apply separately to this project.

The DB Entity shall list the State, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as ADDITIONAL INSURED(S) 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-owned vehicles used in the DB Entity's business.

The DB Entity shall 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:** 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 the DB Entity has qualified as a self-insurer, separate certification shall be furnished that coverage is in the state fund or that the DB Entity has approval to be a self-insurer;
 - (ii) Any citing of a policy of insurance shall include a listing of the States where that policy's coverage is applicable; and
 - (iii) This provision shall 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

- (e) **Professional Liability Insurance (Errors and Omissions)** for claims for damages arising out of an error, omission or negligent act in the performance of professional services, with the following minimum limits:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

The A/E's firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 minimum coverage per occurrence, \$2,000,000 annual aggregate. This insurance is required of all A/E firms who conduct professional environmental services including, but not limited to, any of the following services:

- (i) Remedial System Design.
- (ii) Remediation Management.
- (iii) Feasibility Development and Implementation.
- (iv) Hydrogeological Evaluation.
- (v) Media Testing and Analysis.
- (vi) Subsurface and Geophysical Investigation.
- (vii) Other related activities as determined by the Department

Contractual Liability Insurance for claims for damages that may arise from the A/E's assumption of liability on behalf of the State under Section 5, paragraph 5 concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance

Except where the State has approved a subcontract with other insurance provisions, the DB Entity must require any Consultant/Subcontractor to purchase and maintain the insurance coverage required in this Section. The failure of a Consultant/Subcontractor to comply with insurance requirements does not limit the DB Entity's liability or responsibility.

- (f) **Pollution Liability Insurance** in the amounts of not less than \$1,000,000 per occurrence is required for this project

- 4.3 **Insurance Endorsements:** Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies shall be endorsed to include a waiver of rights to recover from the Owner and the other additional insureds. The DB Entity's liability insurance shall remain in effect through the Correction Period and through any special correction periods. For any employee of the DB Entity who is resident of and hired in Michigan, the DB Entity shall 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 DB Entity shall have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements shall not be construed to limit the liability of the DB Entity or its

insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the DB Entity's interests or liabilities.

- 4.4 **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 (minimum amount to be the contract award amount) 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**.
- 4.5 **Waivers:** The Owner and DB Entity intend that the required policies of property insurance shall 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 DB Entity and its Subcontractors/Suppliers waive all rights against each other for any such losses and damages and also waive all such rights against all other persons named as insureds or additional insureds.

PROSECUTIONS

- 4.6 **Laws:** The DB Entity and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
- 4.7 **Registration:** Architects or engineers registered to practice in the particular professional field involved in the State of Michigan shall prepare, review, and approve the design of architectural, structural, mechanical, electrical, civil or other engineering features of the Work.
- 4.8 **Responsibility of the DB Entity for Design:**
- (a) The DB Entity shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the DB Entity under this contract. The DB Entity shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other non-construction services. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the DB Entity shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the DB Entity's negligent performance or any of the services furnished under this contract.
 - (b) The DB Entity's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. This includes, but is not limited to actions such as: integrating the design schedule into the project schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing construction quality with the design program, and maintaining and providing the project team with accurate, up-to-date redline and as built documentation. The DB Entity shall require and manage the active involvement of key trade Subcontractors in the above activities.
- 4.9 **Codes and Statutory Requirements:**
- (a) **General:** The DB Entity shall comply with all State and Federal requirements governing the design of the project and this agreement.
 - (b) **Code Assessment:** Within 30 days after the Notice to Proceed, the DB Entity will submit a list of all building codes and regulations they will be following on this project.
 - (c) **Building Codes:** The DB Entity shall ensure that the design and construction of the project is compliant with building codes.
- 4.10 **Special Statutory Requirements:** The following are statutory requirements that may impact the project. This list is not exclusive. Some of these requirements are unique to State projects. The DB Entity, in cooperation with the Project Director, shall review the project and determine if any other statutory requirements apply.

- 4.11 **Permits:** The project shall be designed to the standards necessary to receive permits from state and federal agencies having jurisdiction over any aspect of the project.

The DB Entity is responsible to submit for and obtain such permits. All required construction permits fees including inspection costs must be paid by the DB Entity. The time incurred by the DB Entity 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 DB Entity 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. **None**

- 4.12 **Design Submittals and Acceptance:**

- (a) After receipt of the Notice to Proceed, the DB Entity shall initiate design, comply with all design submission requirements as covered in the Bidding Documents, and obtain review of submissions as required.
- (b) The DB Entity may begin construction on portions of the Work for which the Owner has reviewed the final design submission and has determined to be satisfactory for beginning construction. The Project Director will notify the DB Entity in writing when the design is cleared for construction. The Owner will not grant any time extension for any design re-submittal required when, in the opinion of the Project Director, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Owner.
- (d) If the Owner allows the DB Entity to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Owner.
- (e) The DB Entity will provide two (2) sets of each set of final bid documents (plans and specifications) to the Project Director.

- 4.13 **Construction Phase Submittal:**

- (a) The DB Entity shall submit all material and articles requiring coordination and/or approval. All submittals shall be reviewed and approved by the A/E prior to being submitted to the Project Director for approval or acceptance, as applicable.
- (b) The DB Entity shall provide the Project Director four (4) copies (or the number of copies designated in the Project Description) of all A/E approved submittals.
- (c) The Project Director will review only those submittals it has requested approval authority for and all submittals which deviate from the Project Description or accepted proposal. In most cases the Owner, or its authorized representative, will review submittals for compliance to the Project Description, including design criteria or accepted proposals. It is the DB Entity's responsibility, in the design build process, to ensure compliance with the accepted designs, all required codes, regulations and the contract.
- (d) A/E approval is required for extension of design, critical materials, and deviations from the Project Description, Bidding Documents, the accepted design proposal(s), or the completed design, equipment whose compatibility with the entire system shall be checked, and other items as designated by the Project Director. The Project Director's approval is required for any deviations from the Project Description, Bidding Documents, accepted design proposals, or Owner-approved submittals. The Project Director will review all submittals designated as deviating from the Project Description, Bidding Documents, or accepted design proposals.

- 4.14 **Starting Work at the Site:** The DB Entity shall not start the Work at the site before the first day established by the Notice to Proceed and not before all insurance is in effect. A pre-construction conference will be held with the DB Entity 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 telephone numbers. The DB Entity shall use its accepted Progress Schedule when making proposals or claims for adjustment in Contract Time/Price.

- 4.15 **Working Hours:** Except in an Emergency, all Work at the site shall 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 DB Entity shall provide a written notice to the Project Director twenty-four hours before performing such Work and shall reimburse the Owner any related increase in the costs incurred by the Owner such as overtime charges of the Owner and payments for custodial and security personnel.

- 4.16 **Withholding:** 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, and
 - (b) any other deductions Owner may withhold to cover Defective Work, liquidated damages and the fair value of any other items entitling the Owner to a withholding.

- 4.17 **Partial Use:** The Owner may decide to use, at its sole option, any functioning portion of the Work and will inform the DB Entity in writing of the decision. The portion of Work to be used shall be jointly inspected to determine the extent of completion if it has not undergone the inspection for Substantial Completion. The Owner will prepare a list of items to be corrected/completed and the Owner will allow the DB Entity 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 DB Entity shall furnish the State with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Work within one year from the date of Substantial Completion by the State. This warranty excludes defect or damage caused by abuse, modification by others, insufficient or improper operation or maintenance, or normal wear and tear under normal usage. Manufacturer warranties for materials and equipment received by the DB Entity shall be assigned and promptly delivered to the Owner at Substantial Completion. The warranty period starts from the date of the Substantial Completion and shall 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 DB Entity'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. However, the DB Entity shall 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;
 - (d) required for the Owner's acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the DB Entity; or
 - (e) Defective Work, including an appropriate portion of the Delay and costs occasioned by discovery of Defective Work.

The DB Entity shall:

- (a) pay all related costs;
- (b) schedule related activities; and
- (c) secure and furnish to the Owner the required certificates of inspection, testing or approval.

The DB Entity shall provide proper and safe access to the site for inspection, testing or approval. The DB Entity shall provide the Owner with timely notice whenever any Work is ready for inspection, testing or approval. If the DB Entity covers any Work without proper approval by the Owner as required by the Contract Documents, or approval by code or other authorities, the DB Entity shall, at its own expense, uncover, expose or otherwise make the Work accessible, if requested by the Owner, for testing, inspection or approval.

- 5.3 **Correction of Work:** If any testing, inspection or approval reveals Defective Work and the Work is rejected by the Owner in writing, the DB Entity, at its sole expense, shall promptly correct or remove the Defective Work from the site and replace it with non-Defective Work within the Correction Period. The DB Entity shall 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 DB Entity, within reasonable and agreed upon time after receipt of written notice,
- (a) fails to correct Defective Work or remove and replace rejected Work,
 - (b) fails to correct or complete items on any Punch List,
 - (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 DB Entity, may correct and remedy the Defective Work and withhold payment for any Defective Work.

To the extent necessary to correct and remedy such Defective Work, the Owner shall be allowed to exclude the DB Entity from all or part of the site; take possession of all or part of the Work and stop related operations of the DB Entity; take possession of the DB Entity'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 DB Entity. The DB Entity shall allow the Owner easy access to the site to correct Defective Work. The Owner shall 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 DB Entity. Such costs may include, but not be limited to, costs of correction or removal and replacement of Defective Work and costs of repair and replacement of other work destroyed or damaged by the action. If the discovery of the Defective Work takes place after final payment and the DB Entity fails to correct and pay the Owner any of these costs, the Owner shall demand due performance under the Performance Bond. Until the period of limitation provided by Michigan Law, the DB Entity shall 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 does not limit 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 DB Entity'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 shall 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 shall 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, shall not be placed in use by the Owner, the DB Entity shall maintain the Work, or specified part of the Work, in good order and proper working condition and shall 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.
- 5.6 **Regular Cleaning:** The DB Entity 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 DB Entity 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 recycled materials must be recycled and the DB Entity will be required to provide recycling plan.
- 5.7 **Final Cleaning:** Before final acceptance by the State, the DB Entity must clean all of the 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.
- 5.8 **Substantial Completion Prerequisites:** 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 DB Entity 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 DB Entity shall 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 DB Entity shall give the Owner the final O&M documentation (with revisions made after Substantial Completion) before the request for final payment.

- 5.9 **Substantial Completion Inspection:** If, upon inspection and completing all pre-requisite testing of the Work, the DB Entity considers that a portion of the Work or all of the Work is substantially completed, it shall provide a list of items to be corrected or completed to the Owner for joint inspection. Within ten Calendar Days of this joint inspection, the Owner will deliver to the DB Entity a list of incomplete/Defective Work or a Certificate of Substantial Completion with a Punch List. The certificate shall:
- (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 DB Entity for utilities, security, safety, insurance, maintenance, etc.
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 prepare a Bulletin describing the change being considered. Upon receiving the Bulletin, the DB Entity establishes the cost and returns it to the Owner for review within 15 calendar days. The DB Entity's proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the Owner. If the Owner agrees with the changes, the Owner will issue a written bilateral Contract Change Order to amend the Contract Documents. However, the Owner may issue a unilateral Change Order if the Owner and DB Entity are unable to agree on the adjustment in Contract Price or Time. If the DB Entity disagrees with such unilateral Contract Change Order, the DB Entity shall 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 are 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 DB Entity under the Contract Documents. If different or unknown site conditions are discovered, the DB Entity shall notify the Owner in writing before the conditions are disturbed or before proceeding with the affected Work. Upon review, if the Owner agrees that there are differing site conditions, the Owner may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process. If the Owner disagrees with the DB Entity and the DB Entity disagrees with the Owner's decision, the DB Entity shall complete the Work and may deliver notice of a claim in accordance with the claim submittal process. No proposal or claim by the DB Entity due to differing site conditions will be allowed if the DB Entity knew of their existence before submitting its Bid or if the DB Entity could have discovered those conditions by any reasonable examinations during the design process for which the DB Entity is responsible under this Contract.
- 6.3 **Responsibilities for Underground Utilities:** The DB Entity shall comply with the 2013 PA 174, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. Before performing site Work, all Underground Utilities, lines, and cables (public and private) shall be located and marked. The DB Entity shall notify MISS DIG to locate and mark utilities on properties that are not State properties. In addition, the DB Entity shall 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 DB Entity encounters Underground Utilities that were 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 Materials:** If the DB Entity encounters material reasonably believed to be Hazardous Material, which was not discovered by any reasonable examinations during the design process for which the DB Entity is responsible under this Contract, and was not generated or brought to the site by the DB Entity, the DB Entity 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 may:
- (a) stop the Work and terminate the affected Work or the Contract for convenience
 - (b) 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 the site by the DB Entity as a result, in whole or in part, from any of violation of any Law by the DB Entity covering the use, handling, storage, disposal of, processing, transport and transfer; or from any other act or omission within the DB Entity's control, the DB Entity shall be responsible for the Delay and costs to clean up the site; and remove and render harmless the Hazardous Material to the satisfaction of the Owner, the State, and all Political Subdivisions with jurisdiction.
- 6.5 **Incidents with Archaeological Features:** The DB Entity shall immediately notify the Owner in writing of any Archeological Feature deposits encountered at the site and shall protect the deposits in a satisfactory manner. If the DB Entity 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:** If used, 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 (20%) percent of the listed estimated quantities. For Unit Price Work, the DB Entity shall promptly inform the Owner in writing if actual quantities differ from the estimated quantities for any item. For quantities over one hundred twenty (120%) percent or below eighty (80%) percent of the estimated quantity, the Owner may negotiate a Unit Price with the DB Entity, 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 one hundred twenty (120%) or below eighty (80%) percent of the estimated quantity. No adjustment due to quantity variations shall be allowed if the DB Entity failed to comply with the notice requirements, or if any Unit Price increase results in whole or in part from any act or omission within the control of the DB Entity (errors in the DB Entity's Bid, unbalanced Unit Prices, etc.). If a dispute arise between the Owner and the DB Entity on the adjusted Unit Price, the DB Entity shall carry on the Work with due diligence during the dispute and claim process.
- 6.7 **Cash Allowances; Provisionary Allowances:** The DB Entity shall obtain the Owner's written acceptance before providing materials, equipment, or other items covered by Cash Allowance. Payments under a Cash Allowance shall be on actual cost and exclude cost for supervision, handling, unloading, storage, installation, testing, fee, premiums for bond and insurance, etc. Work authorized under any Provisionary Allowance may consist of changes required by actual conditions, as determined by the Owner, and any other Work authorized and completed under the pertinent provisions of the Contract Documents. Unlike a Cash Allowance, 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.
7. **COMPENSATION:** The Owner shall provide compensation to the DB Entity for this Contract according to the categories in Paragraphs 8.1, 8.2, 8.3, 8.4, and 8.5.
- 7.1 **Professional Design Services:** The Professional Design Services item is estimated as part of the Not-To-Exceed Contract Price. This estimate shall be regarded as a Not-To-Exceed number, against which only actual Project Costs will be charged. If professional design services are provided by DB Entity staff, the DB Entity will invoice at the DB Entity's hourly billing rates and may not charge an overhead and profit flat fee on this category. If professional design services are provided by a Subcontractor, the DB Entity will invoice according to the subcontract terms.
- 7.2 **Construction, Trade Labor and Subcontractors:** The Construction, Trade Labor and Subcontractors item is estimated as part of the Not-To-Exceed Contract Price. This estimate shall be regarded as a Not-To-Exceed number, against which only actual Project Costs will be charged. The Construction, Trade Labor, and Subcontractors item includes the labor, equipment, material, and supervision required to provide all construction and maintenance work for this Contract. DB Entity self-performed or Subcontractor-performed construction trade labor work shall be invoiced or subcontracted as specified in Appendix V – Prevailing Wages.
- 7.3 **General Conditions:** The General Conditions items are estimated as part of the Not-To-Exceed Contract Price. This estimate shall be regarded as a Not-to-Exceed number, against which only actual Project costs will be charged. The DB Entity will invoice General Conditions material items for actual costs incurred. All project labor for approved self-performed Work will be invoiced at the DB Entity Hourly Billing Rate Compensation schedule.

- 7.4 **Management Services:** The management services required to support the design/build, procurement, implementation, and close-out process will include estimating, scheduling, subcontract bids and award, scope of work determination, cost tracking, reporting, etc. The management effort required to deliver the Project will be included on a Not-to-Exceed basis. Only the actual cost of personnel used will be billed on the basis of their hourly billable rates as shown on the DB Entity Hourly Billing Rate Compensation schedule.
- 7.5 **Overhead and Profit Flat Fee:** All of the cost factors presented above are actual out-of-pocket expense for the DB Entity to directly perform the Work. In order to compensate the DB Entity for indirect overhead and profit, the DB Entity may invoice a flat fee percentage applied to all actual costs identified in this Section 6, Paragraphs 8.1 and 8.2 as noted on its Not-To-Exceed Bid.
- 7.6 **Project Budget:** The DB Entity shall prepare and submit a project budget that shall divide the Work into pay items for significant Sections and areas, facilities or structures, with subtotals for first tier Subcontractors, and shall contain a summary, organized per the Compensation items detailed above. If required by the Owner, the accepted project budget shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities. The project budget shall include two percent of the Not-to-Exceed 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;
 - (c) finalized as-built/Record Documents.

The Owner will review the project budget, and the DB Entity may not request payment until the Owner has accepted the Project Budget.

- 7.7 **Requests for Payment:** Not more than once every thirty Calendar Days, the DB Entity may submit to the Owner a Request for Payment on the Owner's form, signed by the DB Entity, certifying Work completed and enclosing all supporting documentation. A draft copy of the payment request may be submitted to the Owner's Field Representative for review and comments. For projects under \$50,000, the DB Entity may not submit more than two requests in addition to the final payment request. Each Request for Payment shall certify that all monies owed by the DB Entity 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 shall include amounts for a Subcontractor or Supplier if the DB Entity does not intend to use the payments requested, when received, to reduce the DB Entity's outstanding obligations on the Work. The Owner will review the Request for Payment within ten Calendar Days and, if acceptable, will pay the DB Entity within thirty Calendar Days after the Owner approves a Request for Payment. The DB Entity 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 shall 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
 - (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 DB Entity 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 DB Entity.

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.

- 7.8 **Review of Request for Payment; Intent of Review:** Within ten Calendar Days after receipt of a Request for Payment, the Owner will review the Request for Payment to determine if the Work has progressed to the point indicated; that to the best of the Owner's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the DB Entity is entitled to payment in the amount certified.

In the case of final payment, the Owner will also review to determine whether the Work is acceptable and that conditions governing final payment to the DB Entity have been met.

- 7.9 **Refusal to Make or to Recommend Payment:** The Owner may withhold from any payment an amount based on the Owner's estimate of the fair value of items included in the payment request. The Owner will give the DB Entity reasonably prompt written notice supporting such action. The Owner may refuse to pay 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 approved as may be consider necessary to protect against 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 DB Entity 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 Owner or the Owner Field Representative to be damaged or missing, or
 - (g) the Owner reasonably believes or knows of the occurrence of an event justifying termination for cause.
- 7.10 **Request for Final Inspection:** The DB Entity shall complete the Substantial Completion Punch List within the Contract Time and date. The DB Entity shall assemble all required documentation before requesting final inspection in writing. The DB Entity may request, in writing, final inspection of the entire Work, or the part of the Work for which final payment is specified in the Contract Documents. Upon receipt of the written request, the Owner will make a final completion inspection with the DB Entity and notify the DB Entity of all incomplete or Defective Work revealed by the Final Inspection. The DB Entity shall immediately correct and complete the Work.
- 7.11 **Close-out Documents:** The DB Entity shall 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 in hard copy, PDF and AutoCAD format, release of payment claim forms, and all other required documents.
- 7.12 **Request for Final Payment:** The DB Entity may request final payment after correcting or completing the Work to the satisfaction of the Owner and delivering close-out documentation. The DB Entity's request for final payment shall also include:
- (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 DMB-460 Form close out checklist,
 - (d) a list of all pending insurance claims arising out of or resulting from the Work being handled by the DB Entity and/or its insurer
 - (e) DB Entity's 'Guarantee and Statement' (DMB-437) 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.
- 7.13 **Final Payment and Acceptance:** If the Owner 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 DB Entity's other obligations under the Contract Documents has been fulfilled, the Owner will furnish to the DB Entity an acceptance and payment within thirty Calendar Days after receipt of the final payment request. If the Owner is not satisfied, the Owner will return the request to the DB Entity indicating in writing the reasons for not certifying final payment. If the final payment request is returned, the DB Entity shall correct the deficiencies and re-request final payment.
- 7.14 **DB Entity'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 DB Entity from its obligation to perform and furnish the Work in accordance with the Contract Documents:
- (a) the issuance of a Substantial Completion certificate;
 - (b) any payment by the Owner to the DB Entity;

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

7.15 **Waiver of Claims:** The making of final payment does not constitute a waiver by the Owner of any rights as to the DB Entity's continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the Owner against the DB Entity still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the DB Entity 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 DB Entity 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 DB Entity and the other work. Whenever the other work interfaces with the DB Entity's Work on site, the DB Entity shall coordinate its activities with the interfacing work, inspect the other work and promptly report to the Owner in writing if the other work is unavailable or unsuitable. The DB Entity'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 defects and deficiencies in the other work. The DB Entity shall 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 DB Entity shall 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 DB Entity becomes party to a dispute or claim due to damages caused to its Work/property, the DB Entity shall promptly attempt, without involving the Owner or its 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 DB Entity 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 DB Entity 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 DB Entity to implement appropriate measures for the SESC, or
- (f) as the Owner may determine appropriate for its convenience.

The DB Entity is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work shall be submitted within thirty Calendar Days of the resumption of the Work.

10. **TERMINATION**

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

- (a) the DB Entity 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 DB Entity persistently disregards the authority of the Owner or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction;
- (c) the DB Entity admits in writing, or the Owner otherwise establishes, the DB Entity's inability or refusal to pay the DB Entity's debts generally as they become due;
- (d) in response to the Owner's demand, the DB Entity fails to provide adequate, written assurance that the DB Entity has the financial resources necessary to complete the Work within the Contract Time;
- (e) the DB Entity 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 DB Entity, 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 DB Entity violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the DB Entity's right to complete the Work.
- 11.1.1 Within seven Calendar Days after the DB Entity receives a notice requiring assurance of due performance for any of the above occurring non-conformances, the DB Entity shall meet with the Owner and present the DB Entity's plan to correct the problems. If the Owner determines that the DB Entity's plan provides adequate assurance of correction, that determination does not waive the Owner's right to subsequently default the DB Entity or affect any rights or remedies of the Owner against the DB Entity and/or surety then existing or that may accrue in the future. The Owner, after giving the DB Entity and its surety seven Calendar Days' written notice of intent to default, may declare the DB Entity in default and terminate the services of the DB Entity for cause. Unless otherwise agreed between the Owner and DB Entity, at the expiration of the Seven-Calendar Day (intent to default) period, the DB Entity shall 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 DB Entity will be sent a default letter as 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 shall undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the DB Entity, either through the surety's agents or by executing agreements with qualified DB Entities (excluding the DB Entity and any of the DB Entity's affiliates), or both.
- 11.1.2 If the Owner has terminated the DB Entity, any such termination will not affect any rights or remedies of the Owner against the DB Entity 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 shall remain in full force and effect after a termination for cause of the DB Entity or default of the surety, or both. The Owner may, in its sole discretion, permit the DB Entity to continue to perform Work when the DB Entity 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, or in the event of a subsequent default, entitle the DB Entity or surety to continue to perform or prosecute the Work to completion.
- 11.1.3 If upon receipt of a notice of termination for cause, the surety fails to proceed immediately, the Owner shall declare the surety in default under the Performance Bond in accordance with the terms and conditions of this paragraph.
- 11.1.4 No default of the surety under the Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the Owner demanding that the surety perform its obligations under the Performance Bond.
- 10.2 **Termination on Non-Bonded Project:** For non-bonded projects, the Owner will follow the termination protocol in Paragraph 11.1 without involving a surety.
- 10.3 **Termination for Convenience of the Owner:** Upon fifteen Calendar Days' written notice to the DB Entity 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 DB Entity shall 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 DB Entity will be paid in accordance with the terms of this Contract only for services rendered before the effective date of termination. Upon termination for convenience, the DB Entity will be released from any obligation to provide further services and the Owner shall 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 DB Entity, terminate this Contract in whole or in part in accordance with Paragraph 11.3.

11. **DISPUTES:** All claims, counterclaims, disputes and other matters in question between the Owner and DB Entity arising out of or relating to the Contract Documents shall be submitted in writing to the Owner and otherwise processed and resolved as provided in this Paragraph 12. The DB Entity shall carry on the Work with due diligence during all disputes or disagreements. Work shall not be delayed or postponed pending resolution of any disputes or disagreements. The DB Entity shall 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 promptly, but in no event later than thirty Calendar Days after the Project Director's written determination giving rise to the claim. The notice shall state the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within sixty Calendar Days after the determination giving rise to the claim (unless the Owner allows an extension). The responsibility to substantiate claims rests with the claimant. A claim by the DB Entity shall be submitted to the Director-DCD for a decision. The Owner reserves the right to audit any DB Entity claim (or claim package) that the DB Entity values at more than \$50,000.00. Pending final resolution of any claim under this Paragraph 12, the DB Entity shall proceed diligently with the Work and comply with any decision of the Owner. For all DB Entity claims seeking an increase in Contract Price or Contract Time, the DB Entity shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the DB Entity is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the DB Entity's best knowledge and belief. The affidavit shall be signed in the same manner as required in the bid documents.

The Director-DCD has discretion as to whether to hold a presentation and is not bound to any rules of evidence in deciding the claim. The Director-DCD will issue a written decision. The Director-DCD's determination on the dispute is final and binding on the DB Entity unless the DB Entity 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 DB Entity is not made to the Owner, the Owner may offset the appropriate amounts against payments due to the DB Entity under any other Contract between the Owner and the DB Entity, or any amounts for which the Owner may be obligated to the DB Entity in any capacity. The Director-DCD may designate someone to fulfill the Director-DCD's duties under these terms and conditions.

END OF SECTION SIX

SECTION SEVEN – PROJECT PROCEDURES

1. **PRE-CONSTRUCTION CONFERENCES:** The Project Director will schedule a pre-construction conference to be attended by the Professional, State Agency staff, and the DB Entity. A project procedure as outlined in Form DMB-460, will be established for the Work during the pre-construction meeting. When no organizational meeting is called, the DB Entity, 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 DB Entity 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 DB Entity must be represented at each progress meeting by persons with full authority to act for the DB Entity in regard to all portions of the Work.
3. **SIGNAGE AND SAFETY:** The DB Entity 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 the DB Entity, subcontractors, or suppliers is not allowed. The DB Entity 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 DB Entity must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.
4. **REQUIRED PROJECT SIGN:** For projects costing in excess of \$500,000, the DB Entity must provide and install a project sign conforming to the requirements shown in Appendix IV. The Project Director will designate the wording for the sign.
5. **TEMPORARY FACILITIES AND CONTROLS:** The DB Entity 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.

If water or electricity is available in the area where Work will be performed, the DB Entity will not be charged for reasonable use of these services for construction operation.

The DB Entity 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.

6. **TEMPORARY SANITARY FACILITIES:**

Portable Toilets: The DB Entity 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 DB Entity 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 DB Entity and all subcontractor's employees are not allowed to use any existing State toilet facility.

State Toilets: If available, the State Agency will designate a permanent toilet facility on the premises for use by personnel employed in the Work. The DB Entity must repair any damage to the toilet facility caused by their employees and maintain it in a clean and sanitary condition.

7. **FIELD OFFICE:**

On Site Trailer: At the beginning of the Work, the DB Entity 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 DB Entity 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 DB Entity's name, logos, specialty, etc., are not allowed.

On site trailers are not allowed.

8. **TEMPORARY HEATING:** Until the new heating system is ready to provide heat, the DB Entity must provide adequate temporary heaters to maintain the temperature in those areas of the building where Work is being conducted between 55 degrees F. and 70 degrees F. during working hours.

9. **BARRIER AND ENCLOSURES:**
- (a) The DB Entity 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 DB Entity and all subcontractors 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 DB Entity and all subcontractors 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 DB Entity and all subcontractors 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.
10. **CONSTRUCTION AIDS:**
- (a) The DB Entity and all subcontractors 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 DB Entity and all subcontractors 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 DB Entity and all subcontractors must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The DB Entity and all subcontractors 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 DB Entity and all subcontractors must prevent erosion of soils and blockage of any existing drainage system.
11. **MATERIAL AND EQUIPMENT:** The DB Entity 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.
12. **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 DB Entity and all subcontractors must protect materials and equipment against theft, injury, or damage from all causes. For all materials and equipment, the DB Entity and all subcontractors must provide complete information on installation, operation, and preventive maintenance.
- 12.1 The DB Entity and all subcontractors must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The DB Entity and all subcontractors 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.
- 12.2 The DB Entity and all subcontractors must keep equipment stored outdoors from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.
- 12.3 The DB Entity and all subcontractors must certify that any materials stored off-site are:
- (a) Stored on property owned or leased by the DB Entity and all subcontractors 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 SEVEN

SECTION EIGHT – SPECIAL WORKING CONDITIONS

The Work is for the Department of Environment, Great Lakes and Energy and their special working conditions are included in Appendix II. DB Entity shall comply with all security regulations. Access to and egress from the buildings and State Agency grounds shall be via routes specifically designated by the State Agency. Whenever the DB Entity has caused an operating security or fire system to go out of service or left unsecured openings in existing facilities or security fences, the DB Entity shall 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.

The DB Entity shall maintain at all times dust control measures to the satisfaction of the Owner.

END OF SECTION EIGHT

SECTION NINE - SUPPLEMENTARY CONDITIONS

The following conditions shall supplement the general conditions: **None**

END OF SECTION NINE

SECTION TEN - FEDERALLY FUNDED PROJECT REQUIREMENTS

PLEASE NOTE – THIS PROJECT IS NOT FEDERALLY FUNDED

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 listed below:

1. FEDERAL PROVISIONS ADDENDUM
 - a. The most current version of Federal Provisions Addendum shall apply to this contract and is included at the end of this section and/or 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 at the end of this section and/or Appendix V.

END OF SECTION TEN

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 to incorporate interpretations or clarifications, modifications and other information into the Bidding Documents. An Addendum issued after Bid opening to those Bidders who actually 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 shall bid an Bid Price.

Apparent Low Bidders – Those Bidders whose Not-To-Exceed Bid, when added to those specific Alternates the Owner intends to accept, yields the three lowest sums of Not-To-Exceed Bid and Alternates. Additional Bidders may be considered Apparent Low Bidders if their Not-To-Exceed 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.

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 Native American 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. Known Archaeological Features are listed under Section 9 - Supplementary Conditions.

Bid – Written offer by a Bidder for the Work, as specified, which designates the Bidder's Not-To-Exceed 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 Project Description and any other documents, drawings, sketches programs or other information developed by the Owner to provide the Project requirements, the 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.

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 in 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 DB Entity, 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 DB Entity 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 DB Entity for the actual purchase/furnished cost 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 Owner 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.

Construction Mechanic – A skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a state project but shall not include executive, administrative, professional, office, or custodial employees.

Contract Award – The official action of the **Board** or the **Director-DCD** awarding the Contract to the DB Entity.

Contract Documents – Written and graphic documents that form the legal agreement between the Owner and the DB Entity, 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 DB Entity (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.

Correction Period – Period during which the DB Entity shall, in accordance with the Contract Documents, correct or, if rejected, remove and replace Defective Work, and maintain warranties for materials and equipment in full force and effect.

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

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.

Design-Build Entity (DB Entity) – Business enterprise with which the Owner has entered into the Contract.

Director - Director of the **Department**.

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

Drawings – Part of the Contract Documents showing the Work. Drawings shall 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.

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 Bidder selected under Section 2 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 DB Entity to commence the construction activities and establishing the start date of the Contract Time.

Not-To-Exceed Bid – A Bidder-specified sum included within the Contract Price to reimburse the DB Entity for the design, selection, actual purchase, installation, demolition, and construction of the Work, including materials and/or equipment or other designated items, as specifically provided in the Contract Documents. The scope of the Work 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 DB Entity, and approved by the Owner as to quality, appearance, durability, finish and such other necessary features affecting final cost. .

On-Site Inspection – The Owner’s on-site examination of the DB Entity’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 DB Entity has entered into the Contract and for whom the Work is to be provided.

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

Partial Use – 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.

Progress Schedule – Work Schedule that shows the DB Entity’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 – The total construction, which includes the Work and possibly other work completed by others, as indicated in the Contract Documents.

Project Director - Designated State employee(s) responsible for directing and supervising the DB Entity’s services during the period allowed for completion of the Work; and/or acting as representative for the Owner and for the enforcement of the Contract, approving payment to the DB Entity and coordinating the activities of the State, Owner and DB Entity.

Provisionary Allowance – An amount included within the Contract Price to reimburse the DB Entity 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 DB Entity, any one of which do not materially impair the use of the Work for its intended purpose.

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 waste materials generated by a business or consumer, materials that have served their intended purpose, and/or 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 DMB-440) to be used by the DB Entity in requesting payment for Work completed, which shall enclose all supporting information required by the Contract Documents.

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

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

Subcontractor – A Person having an agreement with the *DB Entity* to provide professional design services, professional testing services, general services, labor at the site, and/or 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 DB Entity to submit to demonstrate how the items covered, after installation or incorporation into the Work, will conform to the information given in the Bidding and 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 Owner, 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 DB Entity 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 – Work involving specified quantities (i.e., related Work quantities) which when performed is measured by the Owner 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 Owner.

Unit Price Work, Specified – 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 Owner 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 professional design, 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 reflected in any notice, proposal or claim; reflected in changes ordered or in process; or affected by Delay.

APPENDIX II – SPECIAL WORKING CONDITIONS

DTMB State Facilities Administration Security Clearance Request

Contractor Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A *DTMB Security Clearance form* must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Facility Services section must clear any exception in advance.

Contract personnel will be required to submit the following to DTMB Facility Services Manager or Regional Manager before entering a DTMB facility:

Procedure for submitting form electronically (preferred and recommended)

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Email completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Procedure for submitted in person or mail delivery

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
 - Company name
 - Company Contact name and phone number
 - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Return completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Note: This request must be received a minimum of 48 hours before enter a DTMB Facility.

DTMB Facility Access Criteria:

1. Present pictured ID.
2. Name must appear on the clearance list.
3. Sign-in and wear a dated visitor's pass (*must be visibly displayed at all times*).
4. Return visitor pass to security desk at days end.

Note: Individuals whose name does not appear on the clearance list are required to be signed in by a member of the DTMB Facility Services staff.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (Community Health Facilities)

The Work comprising this Project will be performed in a hospital for treatment of mentally ill persons and the Contractor must comply with the following special working rules.

1. Contractor must submit a list of names, social security numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Security Chief's office or to his designee for approval before any person's appearance at the site for Work assignments.
2. Contractor will be allowed to work within or on hospital confines from 8:00 a.m. to 5:00 p.m. No Work must be performed on Saturdays or Sundays without written permission from the State Agency. The Director of Security or their designee may arrange other time schedules.
3. All employees of the Contractor may be subject to individual body search each time they enter the hospital. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the Contractor will be required to have identification cards or badges furnished by the Contractor.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the hospital. Absolutely no fraternization between patients and Contractor's employees will be tolerated.
5. No requests for visits with patients will be granted to Contractor's employees except where such visiting originated before award of the Contract.
6. Contractor must follow rules pertaining to security and parking as established by the hospital. Contractor must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor and their workers may not leave the assigned Work areas.
7. All heavy power tools and machinery such as air hammers, acetylene tanks, etc., must be removed from the inside of the security perimeter, through the assigned gate by 4:30 p.m., which is the closing time for the gate. Such heavy equipment as power shovels, compressors, welding machines, etc., can remain inside but must be immobilized in an acceptable manner. Cutting torches and cutting tools in general must be securely locked where and as directed by the State Agency and checked out as needed. No tools, small pipe, copper, or wire must remain on the site overnight unless acceptably locked inside shanties or tool chests.
8. There will be no exchange, loaning or borrowing of tools, equipment or manpower between hospital personnel and the Contractor.
9. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours of 8:00 a.m. to 4:30 p.m.
10. Sanitary facilities will be assigned by the hospital for the use of the Contractor's employees.
11. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the Contractor's equipment.
12. Areas for employee parking, toolboxes, etc., must be assigned only by hospital authorities. Remove all firearms, weapons, alcoholic beverages, drugs, medicines, or explosives from vehicles before entering hospital property. Lock vehicles when not attended.
13. The Director of this hospital retains the right to revise these "Special Working Conditions" as required to meet hospital needs.
14. The Contractor and her/his workers must not pick up hitchhikers or take anyone off the grounds that do not work for the Contractor.
15. **Professional to verify this ****The work comprising this Project will be performed at **** Caro Center, Kalamazoo Psychiatric Hospital, Walter Reuther Psychiatric Hospital, Hawthorn Center or Center for Forensic Psychiatry****, and the contractor must comply with the following special working rules:**

DEPARTMENT OF CORRECTIONS

The Work comprising this Project will be performed at a State of Michigan Correctional Facility and the Contractor/Professional must comply with the following special working rules.

1. Contractor/Professional must submit a LEIN request consisting of name, driver's license number, social security number, birth date, and additional information when requested, on all persons to be employed on the Project site. Such form (Vendor/Contractor LEIN Request, CAJ-1037) must be submitted directly to the Department of Corrections Designee for approval before any person's appearance at the site for Work assignments. These employees will be required to attend Contractor/Professional orientation prior to any on site activity.
2. Contractor/Professional will be allowed to work within or on Correctional Facility confines for an eight (8) hour shift as designated by the facility. Four (4) ten (10) hour shifts will be considered. No Work is allowed to be performed on Saturdays, Sundays, or State holidays without written permission from the State Agency. The State Agency may set other time schedules as discussed during the pre-construction meeting. Consideration will be given to using alternate shifts to minimize the length of time an area is out of service.
3. All employees of the Contractor/Professional may be subject to individual body search each time they enter the Correctional Facility. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the Contractor/Professional will be required to have legal picture identification card.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and upon departure from the Correctional Facility. Absolutely no fraternization between inmates and Contractor/Professional's employees will be tolerated. Any attempts at same by prisoners are to be reported immediately to the escorting officer or MDOC employee.
5. No requests for visits with inmates will be granted to Contractor/Professional's employees except where such visiting originated prior to award of the Contract.
6. Contractor/Professional must follow rules pertaining to foot and vehicle traffic as established by the Correctional Facility. Contractor/Professional must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor/Professional and their workers may not leave the assigned Work areas.
7. Heavy equipment, power tools and machinery must be removed from the inside of the security perimeter through the assigned gate at times specified by each facility. Such heavy equipment including but not limited to power shovels, compressors, welding machines, air hammers, welding equipment, etc., must be immobilized in an acceptable manner and may not remain inside unless specifically approved by the Warden. Cutting torches and cutting tools in general must be securely locked as directed by the Agency and checked out as needed. No tools, small pipe, copper, or wire will remain on the site overnight unless acceptably secured as approved by the facility. Any gas powered equipment entering the secured perimeter must be equipped with locking gas caps at all times.
8. MDOC physical plant standards require Contractors/Professionals to provide a properly sized emergency generator(s) to be onsite with all associated equipment to ensure a quick install in an event where power may be disrupted to any part of the facility. Use of the MDOC regional emergency generator may be utilized when applicable and available. See contract documents for any specific generator requirements.
9. In the event of underground excavation work of any kind, ground penetrating radar must be used to document underground utilities, wires, cables, fiber optic, tunnels, structures etc. prior to any work being performed. When the ground must be disturbed within 6' an underground obstacle as mentioned above, hydro-excavation must take place.

- a. Any damage to an underground utility, wire, cable, fiber optic, or underground structure of any kind must be reported immediately to facility staff and a plan of action made to repair the damage immediately. Any wire, cable, or fiberoptic line that has been damaged by the Contractor/Professional, must be replaced in whole. A splice is not an acceptable means for repair.
10. There will be no exchange, loaning or borrowing of tools, equipment, or manpower between Correctional Facility personnel and the Contractor/Professional.
 11. Specific Facility and MDOC requirements regarding tools & equipment will be covered during the Contractor/Professional orientation process prior to any on site activity. Topics covered include but are not limited to:
 - a. All tools and equipment within a work area which is not enclosed and secure must be disabled, secured, or removed from the facility if the entire construction crew leaves the work area/facility.
 - b. Clean up of the site shall be continuously maintained and at the end of each work shift all debris shall be removed from the site or placed into a dumpster as approved by the facility. All building and grounds shall be cleaned using a magnet or metal detector to ensure no debris remains. Demolition work above occupied building requires spotter below area being disturbed to collect potential falling debris.
 - c. Dumpsters for debris collection/recycle/removal are not allowed to be left inside the security perimeter unless approved by the Warden. In such cases the dumpster location and security will be specified by the Warden and may be required to be secured within a temporary fenced area or provided with a lockable cover. Removal of dumpsters is subject to coordination with the facility.
 - d. Tools, tool boxes, and equipment of contractors and/or workers performing services inside an institution shall be manifested, inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.
 - e. A list of Dangerous and Critical Tools will be provided to the Contractor as well as all policies and procedures dictating the security, control, and use of these of tools. Tool Control will be thoroughly covered during Contractor/Professional orientation prior to any on site activity.
 - f. Explosively Driven Tools and Ammunition will not be allowed.
 - g. Smoking, and the use and possession of tobacco products, is strictly prohibited.
 - h. It is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:
 1. Any weapon, including a pocketknife, or other implement which may be used to injure another person, or which may be used in aiding a prisoner to escape.
 2. Any alcoholic beverage or poison.
 3. Any prescription drug or controlled substance without written certification of need from a licensed physician.
 4. Personal cellular telephones and pagers are not permitted on facility grounds except in a locked motor vehicle in designated parking areas.
 5. Audio or visual recording devices, including cameras.
 12. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours as determined by agreement with facility operations.
 13. Sanitary facilities will be assigned by the Correctional Facility authorities for the use of the employees of all Contractors. The MDOC or facility may require placement of portable facilities as outlined in the specifications. If used and authorized, portable sanitary facilities shall be locked at all times as when not in use.
 14. Guards may be assigned to the working areas. They may inspect and search areas under construction at any time, including the Contractor/Professional's equipment.

15. Areas for employee parking, tool boxes, etc., must be assigned only by Correctional Facility authorities on the site. Remove all firearms, weapons, alcoholic beverages, drugs, medicines, or explosives from vehicles before entering Facility property. Lock vehicles when not attended.
16. Accidents - The Correctional Facility infirmary is not available to Contractor/Professional's employees.
17. The Warden of this Correctional Facility retains the right to revise these "Special Working Conditions" as required to meet facility needs.
18. Unless noted otherwise in the project documents, roofing work is not to occur between November 15th and April 1st each year, unless written authorization is provided to the Contractor.

*****NOTE TO THE PROFESSIONAL:** Contact the State agency with regard to available areas for storage of tools and materials and for the fabrication of components.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

The Work comprising this Project will be performed at a Department of Health and Human Services (DHHS) Facility and the Contractor must comply with the following special working rules:

1. Contractor must submit a list of names, driver's license numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Superintendent's office or to the Owner Field Representative for approval before any person's appearance at the site for Work assignments.
2. Contractor will be allowed to work within or on State Agency confines from 7:00 a.m. to 6:00 p.m., Monday through Friday only. No Work must be performed outside these hours without written permission from the State Agency.
3. All employees of the Contractor may be subject to individual body search each time they enter the State Agency confines. Packages or containers of any kind may be opened for inspection. All employees of the Contractor will be required to have identification cards or badges furnished by the Contractor.
4. There must be no fraternization between the State residents and the Contractor's employees. Any attempt by any resident to engage in conversation or interfere in any way with a Contractor's employee must be reported immediately to State Agency staff.
5. No firearms, weapons, explosives, alcoholic beverages, drugs, or medicines may be brought into the confines of the Agency.
6. Any tools or material left within the confines of the State Agency overnight must be in locked cabinets, locked rooms of otherwise secured.
7. There will be no exchange, loaning or borrowing of tools, equipment or manpower between DHHS personnel and the Contractor.
8. Sanitary facilities will be assigned by the State Agency for the use of the Contractor's employees and it must be the responsibility of the Contractor to keep said sanitary facilities in clean and neat condition.
9. Contractor must follow rules pertaining to foot and vehicle traffic as established by the State Agency. Contractor must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor and his workmen may not leave the assigned Work areas.
10. Security staff may be assigned to the work areas. They may inspect and search areas under construction at any time, including the Contractor's equipment.
11. Keys to certain doors may be assigned to the Contractor. Such doors must be kept locked at all times.
12. The Superintendent of the State Agency reserves the right to revise these rules as required to meet the security needs of the Agency.

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 provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site at all times 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 so as 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. Specifically,
 - 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; and
 - 3.2 **** Professional to verify this ... No Work must be performed during the month of September without the written permission from the Department of Natural Resources.
4. Areas on the site for employee parking, tool boxes, 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: [... **** Edit the following Examples ...]
 - 7.1 Stage One starting completed by ****month /year****. Work included must be Mobilization, Removals, Dredging, Earth Excavation, Boat Launch, Storm Sewer, Electrical Conduit with wires, and aggregate base.
 - 7.2 Stage Two starting ****month/year**** completed by ****month/day/year****. Work included must be Alternate #1.
 - 7.3 Stage Three starting ****month/year**** completed by ****month/day/year****. Work included must be Alternates #2, #3, #4 and #5.

DEPARTMENT OF STATE POLICE

The work comprising this Project will be performed at a State Police Post, and the contractor must comply with the following special working rules:

1. Contractor/Professional must submit a BACKGROUND AUTHORIZATION form (CJIS-008) for all employees providing names, driver's license numbers, birth dates, and additional information when requested on all persons expected to be employed on the Project site. Such form (CJIS-008) must be submitted directly to the Michigan State Police designee for name and fingerprint background check approval before any person's appearance at the site for work assignments.
2. Contractor will be allowed to work within or on State Police Post confines from 8:00 a.m. to 5:00 p.m. No work may be performed on Saturdays or Sundays without written permission from the Post Commander. The Post Commander or their designee may arrange other time schedules.
3. All employees of the contractor may be subject to individual body search each time they enter the Post. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the contractor will be required to have identification cards or badges furnished by the contractor.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the Post. Absolutely no fraternization between State Police personnel and contractor's employees will be tolerated.
5. Contractor must follow rules pertaining to security and parking as established by the Post Commander. Contractor must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The contractor and their workers may leave the assigned work areas.
6. There will be no exchange, loaning, or borrowing of tools, equipment, or manpower between Post personnel and the contractor.
7. The assigned gate through which materials, equipment, and vehicles must be transported will be opened upon request between 8:00 a.m. and 5:00 p.m.
8. Sanitary facilities will be assigned by the Post Commander for the use of the contractor's employees.
9. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the contractor's equipment.
10. Areas for contractor's employee parking must be assigned only by the Post Commander. Remove all firearms, weapons, alcoholic beverages, or explosives from vehicles before enter Post property. Lock vehicles when not attended.
11. The Post Commander retains the right to revise these "Special Working Conditions" as required to meet Post needs.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

The Work comprising this Project will be performed at a site at which the Department of Environment, Great Lakes, and Energy is overseeing closure activities. The DB Entity must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The DB Entity must provide a competent Superintendent satisfactory to the Department of Environment, Great Lakes, and Energy on the work site at all times during working hours with full authority to act for him. It must be the DB Entity's responsibility to furnish the Department of Environment, Great Lakes, and Energy 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 Environment, Great Lakes, and Energy authorized representative.
3. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Environment, Great Lakes, and Energy.
4. Areas on the site for employee parking, tool boxes, material lay down, etc., must be assigned by the Department of Environment, Great Lakes, and Energy. 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 Environment, Great Lakes, and Energy and the DB Entity.
6. The DB Entity must comply with the special condition requirements of the permits issued for the site including but not limited to the landfill permit issued under Part 115, Solid Waste Management of Natural Resources and Environmental Protection Act, P. A. 451 of 1994, as amended.

DEPARTMENT OF MILITARY AND VETERAN AFFAIRS

Professional to verify this ****The work comprising this Project will be performed at ****D.J. Jacobetti Home for Veterans, Grand Rapids Home for Veterans or Michigan Veterans Home at Chesterfield Township****, and the contractor must comply with the following special working rules:

As a contractor providing services at this facility, the contract specifies that you will adhere to federal regulation(s). Effective January 27, 2022, the COVID-19 Health Care Staff Vaccination rule from the Centers for Medicare & Medicaid Services (CMS) requires all contractors and subcontractor employees to show proof of a COVID-19 vaccination or request and be granted a reasonable accommodation by March 28, 2022.

For the purposes of this regulation, **staff** is considered anyone who works or volunteers at the facility this project is located, regardless of clinical responsibility or member contact as staff; this includes your staff.

The Department of Technology, Management & Budget will be required to validate and track the COVID-19 vaccination status of all staff. Contractors will be asked to submit an attestation to the facility that their company is validating and tracking the vaccination status of the individuals that are sent to the facility and that they are compliant with the federal regulation.

Under federal law, staff may be eligible for a medical or religious exemption. These exemptions must meet certain criteria for the exemption to qualify.

- Religious Exemption: Staff with sincerely held religious beliefs may request a religious exemption.
- Objections to the vaccine that are based on social, political, or personal preferences or other non-religious concerns about the vaccine do not qualify for this exemption.
- Medical Exemption: If the immunization is medically contradicted, staff may apply for a medical exemption or delay.
- Staff that request a medical exemption or delay must provide you with a letter signed and dated by a licensed practitioner, who meets the following requirements:
 - a. The licensed practitioner cannot be the individual requesting the exemption
 - b. The practitioner must be operating within their scope and practice as defined by local and state laws.
- The letter must include the following components:
 - a. All information specifying which of the authorized COVID-19 vaccines are clinically contraindicated for the staff member to receive and the recognized clinical reasons for the contraindications.
 - b. A statement recommending that the staff member will be exempted from the facility's COVID-19 vaccination requirements for staff based on the recognized clinical contraindications.

Please note that individuals who are not fully vaccinated will be subject to additional precautions in order to enter and work within the building. These precautions are a risk-based approach to keep our members and staff safe and are dependent on such variables as work area and tasks performed. Staff will be instructed by the facility's leadership as to the additional precautions necessary when working.

Please consider whether your company can attest to following the federal regulation for staff COVID-19 vaccination and return your attestation to the DTMB-DCD Project Director prior to your staff working at the facility. Please continue to track the information required and if the facility is requested to produce proof to a state or federal surveyor, please provide the information as soon as it is requested.

If you would like additional information about the staff COVID-19 vaccination mandate, you can contact the facility's Infection Preventionist or Administrator.

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:

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 SESC's.
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 SESC's 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.

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 each and 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, final 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 in order 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 **(517) 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 coming in contact with 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 general 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, *****Professional shall request and include Building Asbestos Survey for inclusion with bidding documents***** 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(I) - 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.

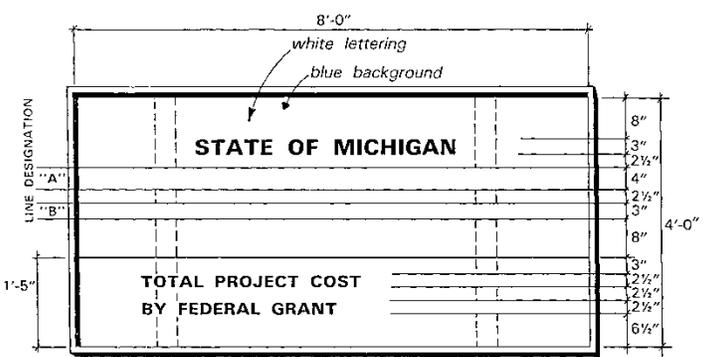
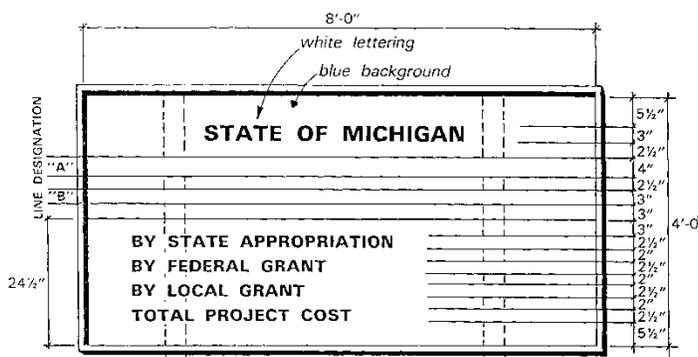
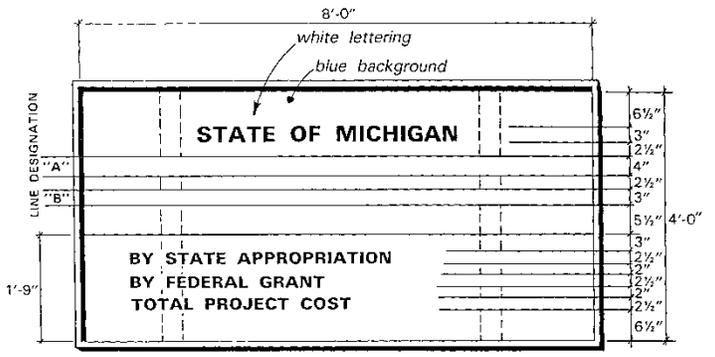
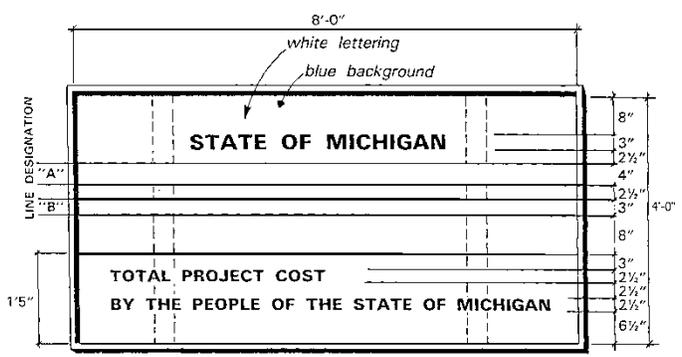
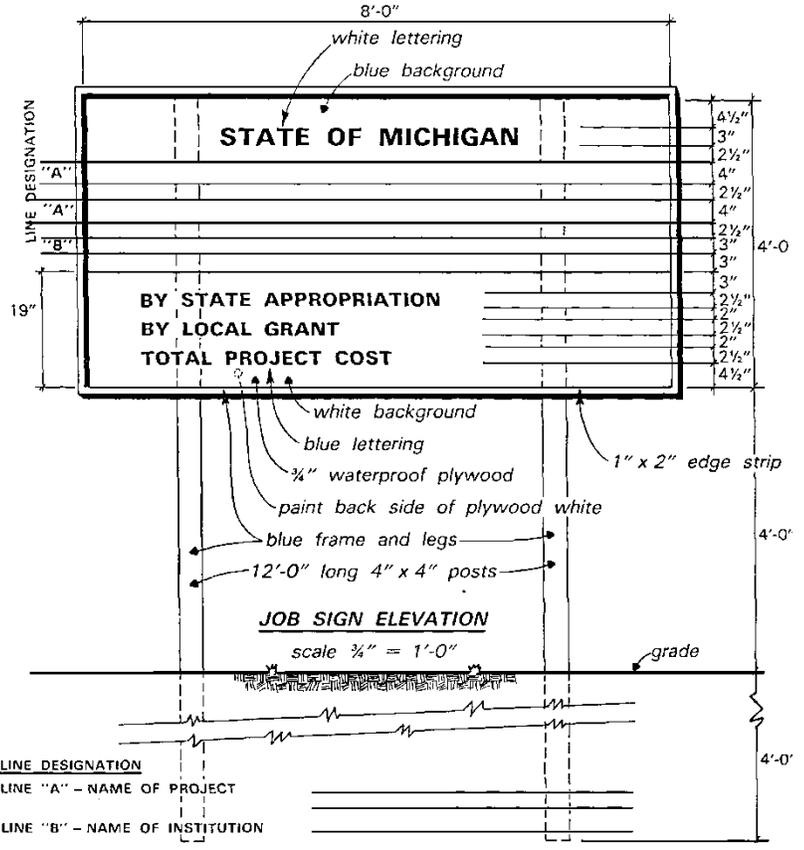
If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance 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 – PROJECT SIGNAGE
REQUIRED PROJECT SIGN FOR PROJECTS COSTING IN
EXCESS OF \$500,000.00**

**(ONLY with DTMB-DCD Project Director Approval. If removed,
note “RESERVED” on this page. Do not renumber the
Appendixes)**

Five examples of project signs. Sign lettering corresponds with the funding arrangement of the project. Alternate signs may be considered; please contact the DTMB Project Director.



APPENDIX V
STATE OF MICHIGAN PREVAILING WAGE SCHEDULES AND
FEDERAL PROVISIONS ADDENDUM
& WAGE RATE SCHEDULES
(DELETE 'AND FEDERAL PROVISION ADDENDUM'
LANGUAGE (ABOVE) UNLESS FEDERAL FUNDING AND/OR
DAVIS-BACON APPLIES)

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. 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.

4. 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.

5. 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.

6. 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 7401-7671g](#)) 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.

7. 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.

8. 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.

9. 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.

10. 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 _____