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# **Delta Conservation District (DCD)**

## **Project SPEC Bidding and Contract Document**

**Project Name: Wells Shoreline Demolition**  
**Location: Wells Twp., Delta County Michigan**

**February 8, 2021**

**Due Date:  
4:00 p.m. March 5, 2021**

## BID SUMMARY

### SUBMIT BID TO:

**Delta Conservation District  
6822 Hwy. 2, 41 & M35  
Gladstone, MI. 498379**

	PROJECT NAME Wells Shoreline Demolition	LOCATION Wells Twps., MI
BID OPENING DATE March 5, 2021 @ 4:00 p.m.		
<b>BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.</b>		
FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER and E-MAIL ADDRESS	
	FEDERAL I.D. NUMBER <small>(protected information required for processing payments)</small>	
BIDDER'S SIGNATURE AND TITLE	DATE	WITNESS' SIGNATURE
		DATE

### LUMP-SUM TOTAL BASE BID FROM BID SHEET

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(use words) (in figures)

IN ADDITION, A PERFORMANCE BOND AND A PAYMENT BOND ARE REQUIRED. EACH BID MUST BE ACCOMPANIED BY A FIVE (5) PERCENT BID GUARANTEE.

### **BIDDERS ARE CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE CONDITIONS OF THE CONTRACT.**

**Project Scope of Work:** Intent of work is to have Bidder provide design and demolition services to demolish old buildings which include: demolition to ground level; removal of material from site with proper disposal; work area clean-up in full compliance with all permits, laws, regulations and requirements listed in this contract. Demolition project includes all structures located in 4 areas named: Timber Home; Tannery; County Garage; and Tank Farm.

**Specifications:** Demolition permit and SESC permit have been obtained by the Conservation District. Hazardous material has been removed.

The Bidder must figure their Base Bid on the specified permit conditions. No "or equal" or substitution proposals will be permitted after Bid opening. **This sheet must be fill-out and submitted in your Bid packet.**

FIRM NAME	TELEPHONE NUMBER and E-MAIL ADDRESS
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## BID SCHEDULE

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

**Description  
(Bidder to fill out)**

**Lump-Sum  
Bid Price**

Mobilization

Demolition (4 Areas consisting of: Timber Home;  
Tannery; County Garage; Tank Farm)

Removal of Material

Disposal & Compaction

Clean – up of work area & stabilization

**Lump-Sum Total Base Bid** (Lump-Sum Bid Prices for all Base Bid Items):

**This sheet must be fill-out and submitted in your Bid packet.**

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## BID BOND

**BID SUBMITTED ON the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

Bid Security is in the form of: a Bid Bond \_\_\_\_\_ Bid Bond form has been duly executed \_\_\_\_\_; or

A Bank Certified or Cashier's check \_\_\_ or Money Order \_\_\_ is attached to this page.

**If the Bidder is an Individual:**

Name of Individual: \_\_\_\_\_

Name & Title of Person Authorized to sign: \_\_\_\_\_

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

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

County of registration \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**If the Bidder is a Partnership:**

By: \_\_\_\_\_  
(True Name of the Partnership)

Partner Authorized to Sign                      Date

Signature: \_\_\_\_\_  
(Attach evidence of Authority to sign)                      Date

Business Address: \_\_\_\_\_

County of registration \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

**If the Bidder is a Corporation:**

By: \_\_\_\_\_  
(Legal Corporation Name)

Name & Title of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Attach evidence of Authority to sign)                      Date

Name & Title of Officer Attesting: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

(State of Incorporation): \_\_\_\_\_

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## PERFORMANCE BOND

SURETY COMPANY REFERENCE No. \_\_\_\_\_

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That "the **Contractor**," \_\_\_\_\_, a corporation \_\_\_\_, individual \_\_\_\_, partnership \_\_\_\_, 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 **DCD**, as Obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **DCD** for demolition, removal and associated work of old buildings in 4 areas, "the Work," covered by the Contract Documents, which are incorporated into this Performance Bond by this reference;

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

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

modification of the Contract Documents (including addition, deletion or other revision).

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

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

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

Name, Address and Telephone of the Surety:

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

WITNESS \_\_\_\_\_

Name & Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_

THE SURETY: (Print Full Name and Sign)

Agent: \_\_\_\_\_

WITNESS \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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**PAYMENT BOND**

**SURETY COMPANY REFERENCE No.** \_\_\_\_\_

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That "the **Contractor**," \_\_\_\_\_, a corporation \_\_\_\_, individual \_\_\_\_, partnership \_\_\_\_, 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 **DCD**, as Oblige, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **DCD** for demolition, removal and associated work for old buildings in 4 areas, "the Work," covered by the Contract Documents, which are incorporated into this Payment Bond by this reference;

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

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

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

hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion or other revision).

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

WITNESS \_\_\_\_\_ Name & Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_

THE SURETY: (Print Full Name and Sign) Agent: \_\_\_\_\_

WITNESS \_\_\_\_\_ Attorney-in-Fact: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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# REFERENCES

This sheet must be fill-out and submitted in your Bid packet.

## PROPOSED PROJECT SUPERINTENDENT \_\_\_\_\_

Attach brief resume or list of similar successful projects.

## LIST OF SIMILAR PROJECTS COMPLETED BY THE BIDDER

Please list at least two completed projects of similar size and complexity to the project being bid, with reference contact information

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### REFERENCE # \_\_\_\_

Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

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Scope of Project/Contract: \_\_\_\_\_

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### REFERENCE # \_\_\_\_

Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

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Scope of Project/Contract: \_\_\_\_\_

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### REFERENCE # \_\_\_\_

Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

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Scope of Project/Contract: \_\_\_\_\_

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## **BIDDING REQUIREMENTS AND CONTRACT CONDITIONS**



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## BID INFORMATION

1. **Invitation to Bid (ITB)** – Your firm is invited to submit a Bid. The DCD will receive sealed Bids, delivered to: Delta Conservation District, 6822 Hwy. 2, 41 & M35 Gladstone, Michigan 49837, for the Wells Shoreline demolition project until 4:00 P.M., local time, on March 5, 2021, when all Bids duly received will be opened publicly and read aloud. The DCD 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 DCD for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time.
2. **Work Description** – The Work: demolition, removal and clean-up of old buildings and structures in 4 areas (Wells Twps.).  
  
The site is located in Wells Twp. T39N-R22W, Sec. 7, Delta County Michigan.
3. **Bidding Documents** – Sets of Bidding Documents may be obtained at [www.deltacd.org](http://www.deltacd.org) or from the DCD Office.
4. **Bid Security** – Each Bid must enclose Bid Security, in the amount of five percent (5%) of the Bidder's Base Bid, paid to the "DCD" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government or a bid bond with an authorized surety company.
5. **Equal Employment Opportunity** – Covenants to not discriminate in employment by Contractors, Subcontractors and Suppliers required by Law are contained in Instructions to Bidders and General Conditions and are applicable to the Work and any Sub-agreement under the Contract.
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 must be addressed to: Delta Conservation District - Rory Mattson - 6822 Hwy. 2, 41 & M35 Gladstone, MI. 49837 or call (906) 553-7700 or (906) 280-6947. Questions will be accepted until local time of Bid opening.
8. **Award** – Subject to any agreed extension of the period for holding Bids, Bids must remain valid for acceptance by the DCD for 60 Calendar Days after the date of Bid opening. In addition, the DCD expressly reserves the right, within the DCD'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 DCD determines and/or to take any other appropriate action. The DCD intends to award the contract to the responsive and responsible best value bidder.
9. **Performance and Payment Bonds** – A performance bond and a payment bond are required. In addition, a bid bond of 5% must accompany the submittal.

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## INSTRUCTIONS TO BIDDERS

- 1. PREPARATION OF BID:** Execute Bid fully and properly. Bid Form Attachments must be used and completely filled out for the Bid to be considered responsive and meeting the requirements of the contract solicitation. All Bid prices must be printed or typed in both words and figures.
- 2. BID CHECKLIST:** Submit one Bid Form with original signatures plus Bid Form Attachments in a sealed envelope. On the outside of the envelope, identify: i) Wells Shoreline Demolition; ii) Bidder's name, complete address and phone number; and "Sealed Bid Enclosed" written on the envelope. Bid forms that must be submitted: Bid Summary, Bid Schedule and References.

### REFERENCES

- Identification of the proposed project superintendent, with a resume or list of similar projects handled by that individual.
  - A list of at least two (2) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.
- 3. BID SUBMISSION:** Deliver Bid package to the Delta Conservation District before the opening time when Bids will be publicly opened and read aloud. Identify envelope as Wells Shoreline Demolition Bid. NO e-mail Bid submission will be accepted.

Your proposal must be received on or before the Bid opening date and the time stated in the Bidding Documents. NOTE: Some express mail services guarantee delivery by 3:00 p.m. However, your Bid WILL NOT BE ACCEPTED if not received on time.

- 4. BID GUARANTEE:** Each proposal must be accompanied by either a bank certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company (the surety must be listed on the current U.S. Department of the Treasury Circular 570) in the amount of five percent of the base bid payable to the DCD, as a guarantee of good faith. If the successful Bidder fails to furnish satisfactory bonds and insurance within fifteen Calendar Days after Notice of Award, such guarantee must be forfeited to the DCD as liquidated damages. The bid security, exclusive of bid bonds, of all unsuccessful Bidders will be returned when an award is made or upon substitution of a bid bond. The bid security of the successful Bidder will be returned when the performance bond and labor and material bond are approved.
- 5. CERTIFICATE OF AWARDBILITY:** The Contractor must not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record or disability.
- 6. SIGNATURES:** All Bids, notifications, claims, and statements must be signed as follows:
  - (a) Corporations:** Signature of official must be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the individual signing to bind the corporation.
  - (b) Partnerships:** Signature of one partner must be accompanied by a signed copy of the legal document (e.g. Power of Attorney or partnering agreement) authorizing the individual signing to bind all partners. If Bid is signed by all partners, no authorization is required.
  - (c) Individual:** No authorization is needed. Each signature must be witnessed.

- 7. BID PRICES:** The Bidder's Base Bid prices must include if applicable: all services, obligations, responsibilities, management, supervision, labor, materials, devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the specifications and as otherwise required to fulfill the requirements of the Bidding Documents.

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

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

- 10. INTERPRETATIONS AND ALTERATIONS TO THE BID AND BIDDING DOCUMENTS:**

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

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- 11. MODIFICATION OF RECEIVED BID:** A signed modification of a Bid already received will be considered only if the modification shows increase or decrease to the original bid and is submitted in writing in the Bid form(s) and received before the Bid opening time and date.
- 12. BID WITHDRAWAL:** Except for timely filed claims of mathematical or clerical errors granted by the DCD, NO Bid may be withdrawn after the Bid Opening time and date or before the Bid expiration date without forfeiting Bid security. The request to withdraw a Bid due to error must be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening. The claim must describe in detail the error(s), include a signed affidavit stating the facts of the alleged error(s) and request that the Bidder be released from its Bid. The review of the claim and its supporting documents by the DCD is only for the purpose of evaluating the Bidder's request and must not create duty or liability on the DCD to discover any other Bid error or mistake. The sole liability of any Bid error or mistake rests with Bidder.
- 13. BID OPENING; OBJECTION TO THE AWARD:** Bids will be opened and publicly read at the opening time and date. A Bidder may file a written protest with the DCD to object to the Apparent Low Bidder. This objection must be filed within five Calendar Days after the date of Bid opening and must describe in detail the basis for the protest and request a determination. The DCD will either dismiss or uphold the protest and notify the protestor within ten Calendar Days after receipt of the written protest.
- 14. BID IRREGULARITIES:** The following irregularities on any Bid Form or Bid Form Attachment must be resolved as follows:
- (a) between words and figures, the words must be used;
  - (b) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder must be used;
  - (c) between the product, computed by the Bidder, of any quantity and Bid Unit Price and the correct product of the Unit Price and the quantity of Unit Price Work, the product extended by the Bidder must be used;
  - (d) between a stipulated Allowance and the amount entered, the Allowance must be used;
  - (e) any mobilization pay item exceeding the maximum specified must be ignored and the Bid must remain unchanged;
  - (f) 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 must be computed from the respective quantity and the Item Bid Price shown;
  - (g) if any Bidder fails or neglects to show a "Bid Price" for an item of Unit Price Work but bids a unit price, the missing Bid Price must remain as "zero"; and
  - (h) if any Bidder fails or neglects to enter a Bid Price in both words and figures, the Bid Price printed or typed, whether in words or figures, must be used.
- 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 DCD or 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.
  - (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 MEDC indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
    1. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
    2. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922
    3. A 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.
    4. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
    5. 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.

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

- (a) the Bid is in any way incomplete or irregular;
- (b) the Bidder, Subcontractor or Supplier is not responsible as determined by the DCD;
- (c) the Bidder's performance as a Contractor was unsatisfactory under a prior Contract with the DCD and/or State of Michigan for the construction, repair, modification or demolition of a facility, or under any other Contract, which was funded, directly or indirectly, by the DCD and/or State of Michigan;
- (d) there are reasonable grounds for believing that collusion or unlawful agreements exists between any Bidders, that a Bidder is interested in more than one Bid, or that the Bid is not genuine;
- (e) the Bid exceeds the funds available; or
- (f) the Bidder does not have a valid Certificate of Award ability or does not qualify for consideration given to bids received while final certification is still pending.

**17. CONTRACT AND CONTRACT AWARD:** The DCD intends to award a Contract to the responsive and responsible best value bidder.

17.1 Determination of the lowest Bidder shall be on the basis of the sum of the Total Base Bid.

17.2 The bids will be evaluated for best value based on price and qualitative components by comparing the qualitative components of the responsive and responsible Bidders.

17.3 The Apparent Low Bidder will be evaluated for responsiveness and responsibility based on the following:

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

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.

Best value will primarily be based on the lowest responsive and responsible bid.

**18. CONTRACT TIME; LIQUIDATED DAMAGES:** All work in the Contract Documents must be completed in accordance with the individual scope items and Notice-to-Proceed issued by the DCD and completed by June 30, 2021 (est.), except for minor replacement, correction, or adjustment items which do not interfere with the complete operation and utilization of all parts of the Contract Work. **The DCD will coordinate with the successful bidder as to start date (Notice to Proceed) and completion date.** This Contract Time is very important and is of the essence based on grant funding deadlines. Once established, this Contract Time is of the essence and liquidated damages for each Calendar Day that expires after this Substantial Completion of the entire Work must be in the amount of \$500.00 per day. Liquidated damages are not a penalty, are cumulative and represent a reasonable estimate of the DCD and/or State of Michigan extra costs and damages, which are difficult to estimate with accuracy in advance.

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

**20. SOIL EROSION AND SEDIMENTATION CONTROL:** All Work under this Contract must meet the storm water management requirements of the Project and comply with the applicable Soil Erosion and Sedimentation Control (SESC) rules and regulations and specific provisions for same within the Contract Documents. All SESC measures will be installed and completed by the Contractor. The DCD will notify the Contractor of any violation(s) of the applicable SESC statutes and/or the corrective action(s) to be undertaken and/or may issue a stop work order. The DCD has the right to assess a fine to the Contractor for noncompliance with the provisions of the SESC regulations applicable to this Work and fines must be in addition to any other remediation costs or liquidated damages applicable to the Project. The DCD will meet with the contractor before any work begins and review permit specifications and requirements. **The DCD will issue the SESC permit for this project. The contractor is only responsible to make sure that the permit requirements are followed.**

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## INFORMATION FOR BIDDERS

### 1. UNDERGROUND UTILITIES

It is the responsibility of the Contractor to contact Mis-Dig before starting any work. The DCD will assist the Contractor with this item, but all damages associated with this contract are the responsibility of the Contractor. The DCD assumes NO liability.

### 2. PERMITS, APPROVALS, LICENSES AND FEES

2.1 The DCD has secured the following needed permits, approvals and licenses and has paid associated charges and fees (Demolition and SESC).

2.2 Copies of the above-mentioned permits, approvals and licenses can be provided to the successful Bidder.

Except for the above-mentioned permits, approvals, licenses and fees, the Contractor shall be responsible for all other permits, approvals, licenses and fees applicable to Work.

### 3. SEQUENCING REQUIREMENTS

Contractor is responsible for any work sequencing under this contract or any other additional investigations or studies made or obtained by the Contractor.

### 4. SUBSURFACE CONDITIONS

N/A

### 5. OTHER PHYSICAL CONDITIONS

5.1 **The DCD warrants that identifying all possible existing relevant conditions and/or structures is only possible by visual inspection and therefore assumes NO liability for Contractors safety and or damages. It is the Contractors responsibility to look over each area (4) and determine the best approach to Demolition means and method.**

## GENERAL CONDITIONS

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

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

1.2 **Contract Time Computation:** The time to complete the Work must be made in Calendar Days and must include both the first and last day. The first day is established by the Notice-to-Proceed. This will be done with coordination between the DCD and successful Bidder before any work starts.

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

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

- (a) any patent or copyright infringement by the Contractor;
- (b) any damage to the premises or adjacent lands, areas, properties, facilities, rights-of-way and easements, including loss of use to the business and property of others as a result of Contractor's operations;

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- (c) any bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use due to or related to the Work and caused in whole or in part by the Contractor or Subcontractor or Supplier's negligence, omissions or failure to maintain the required insurance and coverage and;
  - (d) a failure by the Contractor to appropriately handle Hazardous Materials for the Work or the Contractor's operations in compliance with and/or applicable Laws and regulations.

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

- 1.5 **Contract Documents Ownership:** The DCD and State of Michigan is the owner of the Contract Documents. The Contractor, Subcontractor or Supplier must not reuse any of the documents on any other Project without prior consent of the DCD and/or the State of Michigan.

## 2. GENERAL PROVISIONS

- 2.1 **(DCD):** Only the designated DCD's - CEO (Rory Mattson) has the authority to interpret the requirements of the Contract Documents. Only the DCD has authority to authorize any changes in the Work or any adjustment in Contract Price. The Contractor must obtain, at no increase in Contract Price, permits for any other lands, areas, properties, facilities, rights-of-way and easements required by the Contractor for temporary facilities, storage, disposal of soil or waste material or any other purpose. The Contractor must submit copies of the permits and written agreements to the DCD.

- 2.2 **Professional:** Unless delegated by specific written notice from the DCD, any DCD field representative does not have the authority to authorize any changes in the Work or any adjustment in Contract Price (only the DCD's - CEO). Any on-site Inspections by a DCD Field Representative does not relieve the Contractor from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

- 2.3 **Contractor:** The Contractor must manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination and attention necessary to provide the Work in accordance with the Contract Documents with a minimum disturbance to or interference to adjacent properties. The Contractor must assign and maintain a competent full-time **superintendent** on the Work, as its representative, at all times while Work is being done on site and must not be replaced without the DCD's consent. The Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate, or unfit persons, or not skilled in the work assigned to them. The Contractor is solely responsible for his Means and Methods, safety precautions and programs related to safety, the Contractor's failure to execute the Work in accordance with the Contract Documents and any act of omissions by the Contractor, Subcontractor or Supplier. The Contractor must **compare Contract Documents for conflicts**, unworkable or unsafe specified Means and Methods and must notify the DCD in writing of the discovery of any such conflicts or errors.

The Contractor must maintain and furnish promptly to the DCD or it's representative upon their request **daily field reports** recording the on-site labor force and equipment (Contractor and Subcontractors); and other pertinent information. The Contractor is obligated to act to prevent threatened damage, death, injury or loss without any special instruction in **emergencies** and must give the DCD prompt written notice of any changes in Work resulting from the action taken for review and approval.

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

- 2.5 **Access to Payroll Records:** Contractor shall provide to the DCD upon request any certified payroll.

## 3. Bonds and Insurance:

- 3.1 Both the Performance Bond and Payment Bond must remain in effect from the date of Contract Award until final completion of the Work. The contractor must not perform any part of the work unless the Contractor has all the required insurance in full force and effect.

Insurers must have an "A-" A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. Insurance must be provided by insurers authorized by the Department of Insurance and Financial Services (DIFS) to do business as an insurer in Michigan. The insurance company and must attach evidence of the authorization. These certificates must specify the Project File No., Index No., Project Title, and a description of the Project. The Contractor agrees that insurance coverage afforded under the policies as such coverage relate to the State under this Contract as determined by the Contractor will not be modified or canceled without at least thirty calendar days prior written notice to the State.

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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>.

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

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

All insurance coverages provided relative to this Contract are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the DCD, State of Michigan, DCRC and Hannahville Indian Community.

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

The DCD and the State of Michigan reserves the right to reject insurance written by an insurer they deem unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR MUST FURNISH TO THE DCD AND THE STATE OF MICHIGAN INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the Contractor. All such Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED.

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

- (a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project.

The Contractor must list the DCD, State of Michigan, DCRC and the Hannahville Indian Community its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

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

The Contractor must list the DCD, State of Michigan, DCRC and the Hannahville Indian Community, its departments, divisions, agencies, offices, commissions, officers, employers and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

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

NOTE:

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

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

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

- 3.3 **Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the DCD, State of Michigan, DCRC and the Hannahville Indian Community. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the DCD, State of Michigan, DCRC and the Hannahville Indian Community. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where

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applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The DCD and the State of Michigan does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

The Contractor will be required to also provide all insurance coverage required by federal and/or state statute; including statutory Workers Compensation. Any additional insurance must be endorsed to list as additional insureds the DCD, State of Michigan, DCRC and the Hannahville Indian Community.

#### **4. Prosecutions; Substantial Completion:**

- 4.1 The Contractor must not start the Work at the site before the first day established by the Notice to Proceed and/or before all insurance is in effect. A pre-construction conference will be held onsite with the Contractor and the DCD - CEO (Rory Mattson) to review the Contractors Progress Schedule, qualifications of its key personnel, its proposed access to the site, traffic and parking, procedures for submittal, change orders, etc., and to exchange emergency contact information. This pre-construction meeting will also outline permit requirements and procedures. The Contractor must use its accepted Progress Schedule when making proposals or claims for adjustment in Contract Time/Price.
- 4.2 Except in an Emergency, all Work at the site must take place during daylight hours. The Contract Documents will allow work outside the normal hours, but the Contractor must provide a written notice to the DCD twenty-four hours before performing such Work and must reimburse the DCD any related increase in the costs incurred such as overtime charges.
- 4.3 If, upon inspection and completing all pre-requisite Work, the Contractor considers that a portion of the work or all of the Work is substantially completed, it must provide a list of items to be corrected or completed to the DCD for joint inspection. Within ten Calendar Days of this joint inspection, the DCD will deliver to the Contractor a list of incomplete/Defective work or a Certificate of Substantial Completion with a Punch List. The certificate must:
  - (a) fix a reasonable date of Substantial Completion,
  - (b) fix a date for completion of the Punch List, and
  - (c) recommend the division of responsibilities between the DCD and Contractor for final completion.

Upon issuing the Certificate of Substantial Completion, the DCD will process payment of completed Work subject to (a) withholding of two hundred percent of the value of any uncompleted Work, as determined by the DCD, and (b) any other deductions as the DCD may recommend or may withhold to cover Defective work, liquidated damages and the fair value of any other items entitling the DCD to a withholding.

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

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



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## 6. Changes:

**6.1 Changes in the Work:** The DCD 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 or Contract Time. In a bilateral change order, the DCD will prepare a Bulletin describing the change being considered. Upon receiving the Bulletin, the Contractor establishes the cost and returns it to the DCD for review within 2 calendar days. The Contractor's proposal must be irrevocable after it is submitted to the DCD. If the DCD recommends acceptance of the Bulletin, the DCD issues a written bilateral Contract Change Order to amend the Contract Documents. If the Contractor disagrees with such unilateral Contract Change Order, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process.

**6.2 Differing Site Condition:** The DCD does not warrant that any data provided by the DCD is necessarily sufficient and complete for the purpose of selecting Means and Methods, initiating, maintaining and supervising safety precautions and programs or discharging any other obligation assumed by the Contractor under the Contract Documents. If different or unknown site conditions are discovered, the Contractor must notify the DCD in writing before the conditions are disturbed or before proceeding with the affected Work. Upon review, if the DCD decides to agree with the differing site conditions, the DCD may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process. If the DCD decides to disagree with the Contractor and the Contractor disagrees with the DCD's decision, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process. No proposal or claim by the Contractor due to differing site conditions will be allowed (a) acts of God or weather conditions that may delay work (b) if the Contractor knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the Contractor, as Bidder, was made responsible under the Bidding Requirements and/or (c) unless the Contractor's notice is provided on a timely basis and gives the DCD adequate opportunity to investigate the asserted differing site conditions.

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

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

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

**6.6 Unit Price Work:** Quantities as listed have been carefully estimated but are not guaranteed. No adjustment due to quantity variations will be allowed. Each area (4) can be visually seen above ground and all material and debris must be removed from each site.

## 6.7 Changes in Contract Price:

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

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

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- 6.7.3 If the Contract Documents use lump sum or Unit Prices for the Work Involved, those prices must be used in estimating the price change. Otherwise, the DCD may direct the Contractor to proceed (a) on a negotiated lump sum; or (b) on an actual cost basis with or without a guaranteed maximum; or (c) through a unilateral Change Order on a lump sum basis or a not-to-exceed basis, based on the DCD's estimate of the anticipated Cost of the Work Involved and a fee. Items making-up the Cost of the Work Involved must be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable and clearly allocable to the Work Involved, and (c) limited to labor costs, subcontract costs, material and equipment costs, construction equipment costs and general conditions costs.
- 6.7.4 In estimating any additional cost by the Contractor or its Subcontractor, the rates for the craft labor man-hour used in estimating changes in Contract Price must not exceed the rates in Means Cost Data (Means) or other cost guide acceptable to the DCD. If the rates exceed the acceptable cost guides, the Contractor must provide proper justifications acceptable to the CEO and the DCD. The payroll costs may be used to quote a Bulletin. However, the payroll costs must include wages, labor burdens and a factor for field supplies and purchase costs (less market values if not consumed) of tools not owned by the workers. Labor burdens must be certified by an authorized financial representative of the Contractor and may include social security, unemployment, taxes, workers' compensation, health and retirement benefits, vacation and holiday pay. The factor for field supplies and tools (individually valued at less than \$1,000.00) must not exceed 4% of the wages without burdens, unless detailed data, which supports higher costs, is provided. Rates for owned, rented or leased construction equipment must be in accordance with the contract price rates. Otherwise, the appropriate hourly, daily, weekly or monthly rates listed in Means must be used. However, if the total rental or lease cost of an item to the Project exceeds the reasonable purchase price of the rented or leased item, the DCD reserves the right to pay only the purchase price of the item and take title to the item. Operating cost must not exceed the hourly operating rate in Means and for multiple shifts, rates must not exceed the shift work adjustments recommended in the cost guide.
- 6.7.5 The cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of the furnishing and/or performance of the additional Work Involved, or are required due to an extension in Contract Times or Delays. Such costs may include payroll costs of personnel, temporary facilities at the site, liability insurance and bond premiums, Subcontractors, royalty payments and fees for permits and licenses and taxes on the Work Involved.
- 6.7.6 A contractor or subcontractor who performs the Work may charge a fee of up to 10% of the cost of Work involved for overhead and profit. Contractor may charge a mark-up fee of up to 5% of its Subcontractor's cost excluding fees if the Work is performed by the Subcontractor. If Work is to be performed by lower tier subcontractor(s), intermediate subcontractors must share a fee of up to 5% of the lowest tier subcontractor's cost excluding fees. The total mark-up fees for the Work must not exceed 20% of the lowest tier subcontractor's cost excluding fees. If the adjustment to the Contract Price incorporates a contractor reservation of rights to claim additional adjustments, the fees must be reduced by one-third. Contractor's administrative costs and home office overhead must be non-reimbursable expenses covered by the Fee for the Work.

## **6.8 Changes in Contract Time:**

- 6.8.1 If a justified extension beyond the Contract Time is not reasonably anticipatable under the circumstances, the DCD may approve an extension to the Contract Time through the Bulletin authorization process at no additional cost to the DCD. Examples of events that may justify an extension in the Contract Time include Acts of God, prolong rain & floods (weather conditions).
- 6.8.2 If, at any time during the life of this Contract, the Contractor finds that for reasons beyond its control, it will be impossible to complete the Work on or before the Contract completion date, a written request for a change to the Contract extending the time of completion must be submitted. Such a request must set forth in precise detail the reasons believed to justify an extension and must be in such format as the DCD may require.
- 6.8.3 When submitting a quotation for a Contract change authorization for extra work or change in plans, the Contractor must include as part of the quotation, a statement requesting any extra time necessary to complete the related Work. Lack of such a statement will serve as notification that the extra time will not be required to complete the Contract work and will waive the right to a later claim. The DCD will not pay additional compensation to the Contractor for performing Contract Work during any extension period granted.
- 6.8.4 If the Progress Schedule and the funding allow for an early completion date, the Contractor may submit to the DCD for approval, a request to shorten the Contract Time. If approved by the DCD, the new Contract Time applies to the Project and liquidated damages, if any, will be assessed for any delays after the new completion date.
- 6.9 Price Reduction for Defective Cost or Pricing Data:** Whenever the Contractor signs a proposal for a change in the Contract or claim settlement, the Contractor will be deemed to have certified on behalf of itself, Subcontractors and Suppliers, to its best knowledge and belief that the proposal and its contents (a) were made in good faith and are consistent with the facts and the provisions of the Contract; and (b) are current, complete and accurate. If the Contract Price/Time is increased by any Change Order, claim or dispute settlement because the Contractor, Subcontractor or Supplier, at any tier, represented or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price must be correspondingly reduced by Change Order. If there is a good cause to doubt the Contractor's compliance with the Defective cost and pricing data requirements, the DCD must be entitled to make an appropriate withholding from any payment otherwise owed to the Contractor.

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## 7. Payments

- 7.1 **Schedule of Values:** The Schedule of Values must be approved by the DCD and must divide the Work into pay items for significant Sections and areas, facilities or structures, with subtotals for first tier Subcontractors. If required, the accepted Schedule of Values must be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities. It must tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs must include appropriate sums for construction equipment costs, general conditions costs, administrative costs and profit, unless separate pay items are itemized for those costs. The Schedule of Values must include two percent of the Contract Price for each of the following close-out pay items: (a) fire safety inspection, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) manufacturer warranties, finalized operating and maintenance documentation, DCD training documentation, and test and balance reports, and (c) finalized as-built/Record Documents.
- 7.2 **Requests for Payment:** After each scope of work Bid item under "Bid Schedule" is complete, the Contractor may submit to the DCD a Request for Payment on a form signed by the Contractor certifying Work completed and enclosing all supporting documentation. Each Request for Payment must certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received. No Request for Payment must include amounts for a Subcontractor or Supplier if the Contractor does not intend to use the payments requested, when received, to reduce the Contractor's outstanding obligations on the Work. The DCD will process payment and will pay the Contractor within 30 Calendar Days after the DCD receives and approves a certified Request for Payment from the Contractor. The Contractor will provide a certification in writing that the payment request submittal is true and accurate.
- 7.3 **Review of Request for Payment; Intent of Review:** As soon as possible after receipt of a Request for Payment, the DCD must certify the amount determined to be due or must return the Request for Payment to the Contractor indicating the reasons for withholding certification. The DCD's certification of any Request for Payment constitutes a representation to the State of Michigan that the Work has progressed to the point indicated; that to the best knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. In the case of final payment, the DCD's certification of final payment and recommendation that the Work is acceptable must be a further representation that conditions governing final payment to the Contractor have been met.
- 7.4 **Refusal to Make or to Recommend Payment:** The DCD may withhold from any payment an amount based on the (a) DCD's refusal to recommend payment or (b) DCD's estimate of the fair value of items included in the payment request. The DCD will give the Contractor reasonably prompt written notice supporting such action. The DCD may refuse to recommend any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the DCD may consider necessary to protect the DCD and/or State of Michigan from loss because:
- (a) the Work is Defective requiring correction or replacement,
  - (b) the Contract Price has been reduced by Change Order,
  - (c) it has been necessary that the DCD correct Defective Work or complete Work,
  - (d) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time,
  - (e) the Contractor failed to comply with any material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals,
  - (f) the DCD reasonably believes or knows of the occurrence of an event justifying termination for cause.
- 7.5 **Request for Final Inspection:** The Contractor must complete the Substantial Completion Punch List within the Contract Time and date. The Contractor must assemble all required documentation before requesting final inspection in writing. The Contractor may request final inspection of the entire Work, or the part of the Work for which final payment is specified in the Contract Documents. Upon this written notice, and if deemed appropriate by the DCD, the DCD will make a final completion inspection with the Contractor and notify the Contractor of all incomplete or Defective Work revealed by the Final Inspection. The Contractor must immediately correct and complete the Work.
- 7.6 **Close-out Documents:** The Contractor must prepare and submit the following documentation before requesting final inspection or final payment: final operating and maintenance documentation (with revisions made after Substantial Completion), inspection certificates, release of payment claim forms, and all other required documents.
- 7.7 **Request for Final Payment:** The Contractor may request final payment after correcting or completing the Work to the satisfaction of the DCD and other appropriate State and Federal agencies and delivering close-out documentation (7.6). The Contractor's request for final payment must also enclose:
- (a) evidence of completed operations insurance and an affidavit certifying that the insurance coverage will not be canceled, materially changed, or renewal refused,
  - (b) an affidavit certifying that the surety agrees that final payment does not relieve the surety of any of its obligations under the Performance Bond and Payment Bond,
  - (c) a list of all pending insurance claims arising out of or resulting from the Work being handled by the Contractor and/or its insurer

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- (d) Contractor's 'Guarantee and Statement' containing a statement of guaranteed indebtedness acceptable to the DCD 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 DCD to indemnify the DCD, State of Michigan, DCRC and the Hannahville Indian Community against any payment claim.
- 7.8 **Final Payment and Acceptance:** If the DCD is satisfied that the entire Work, or the part of the Work for which final payment is specified in the Contract Documents is complete and the Contractor's other obligations under the Contract Documents has been fulfilled, the DCD will furnish to the State of Michigan and Contractor the DCD's certification of final payment and acceptance within thirty Calendar Days after receipt of the final payment request. If the DCD is not satisfied, the DCD will return the request to the Contractor indicating in writing the reasons for not certifying final payment. If the final payment request is returned, the Contractor must correct the deficiencies and re-request final payment. If the DCD concurs with this final request, the DCD will process final payment within thirty Calendar Days after receipt and certification of final payment, pay the balance of the Contract Price subject to those provisions governing final payment specified in the Contract Documents. If the DCD does not concur with the Contractor's final determination, the DCD will return the request for final payment to the Contractor with written reasons for refusing final payment and acceptance again.
- 7.9 **Contractor's Continuing Obligation:** The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the Contractor from its obligation to perform and furnish the Work in accordance with the Contract Documents:
- (a) a certification by the DCD of any Request for Payment or final payment;
  - (b) the issuance of a Substantial Completion certificate;
  - (c) any payment by the DCD to the Contractor;
  - (d) any Partial Use;
  - (e) any act of acceptance by the DCD or any failure to do so;
  - (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 DCD; or
  - (j) any correction of Defective Work or any completion of Work by the DCD.
- 7.10 **Waiver of Claims:** The making of final payment does not constitute a waiver by the DCD and/or the State of Michigan of any rights as to the Contractor's continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the DCD against the Contractor still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the Contractor to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law. The acceptance of final payment will constitute a waiver of all claims by the Contractor against the DCD, State of Michigan, DCRC and the Hannahville Indian Community other than those claims previously made in writing, on a timely basis.
8. **Other Work:** During the Contract Time, the DCD may self-perform or Contract for other work at the site. By doing so, the DCD or its representative (CEO) will coordinate the operations of the Contractor and the other work. Whenever the other work interfaces with the Contractor's Work on site, the Contractor must coordinate its activities with the interfacing work, inspect the other work and promptly report to the DCD in writing if the other work is unavailable or unsuitable. The Contractor's failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work. The Contractor must provide proper and safe access to the site for handling, unloading and storage of their materials and equipment and for the execution of the other work. If the Contractor becomes party to a dispute or claim due to damages caused to its Work/property or other work/their property, the Contractor must promptly attempt, without involving the DCD or their agents, to settle with the other party by agreement or otherwise resolve the claim. If the DCD determines that the other work resulted in a delay to the Work to be performed by the Contractor and such delay justifies a Change Order, the DCD will authorize the necessary adjustment in Contract Price and/or Time.
9. **Stop Work Orders and Suspension of Work:** The DCD may order the Contractor in writing to defer, stop, suspend or interrupt all or part of the Work, in the event any of the following situations:
- (a) any Work is Defective,
  - (b) any Work, when completed, will not conform to the Contract Documents,
  - (c) any materials or equipment are unsuitable,
  - (d) any workers are insufficiently skilled,
  - (e) failure of the Contractor to implement appropriate measures for the SESC or other County, State and Federal permit requirements, as the DCD may determine appropriate for its convenience. The Contractor is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work must be submitted within five Calendar Days of knowing the extent of Delays and before submitting the final payment.

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## 10. Termination:

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

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

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

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

If the DCD has terminated the Contractor, any such termination will not affect any rights or remedies of the DCD against the Contractor or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work must remain in full force and effect after a termination for cause of the Contractor or default of the surety, or both. The DCD may, in its sole discretion, permit the Contractor to continue to perform Work when the Contractor is in default or has been defaulted. Such decision by the DCD in no way operates as a waiver of any of the DCD's rights under the Contract Documents or Performance Bond, nor in the event of a subsequent default, entitle the Contractor or surety to continue to perform or prosecute the Work to completion.

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

10.3 **Termination for Convenience of the DCD:** Upon fifteen Calendar Days' written notice to the Contractor and surety, or sooner if reasonable under the circumstances, the DCD 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 DCD may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor must immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination. In such termination, the Contractor must be paid in accordance with the terms of this Contract for only services rendered before the effective date of termination. Upon termination for convenience, the Contractor must be released from any obligation to provide further services and the DCD must have full power and authority to take possession of the Work, assume any agreements with Subcontractors and Suppliers that the DCD selects, and prosecute the Work to completion by Contract or as the DCD may deem expedient.

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**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 DCD may, upon written notice to the Contractor, terminate this Contract in whole or in part. This is not an option unless Contractor can not complete work by completion date.

**11. Disputes:** All claims, counterclaims, disputes and other matters in question between the DCD and Contractor arising out of or relating to the Contract Documents must be submitted in writing to the DCD and otherwise processed and resolved as provided in this Article. The Contractor must carry on the Work with due diligence during all disputes or disagreements. Work must not be delayed or postponed pending resolution of any disputes or disagreements. The Contractor must exercise reasonable precautions, efforts and measures to avoid situations that would cause delay.

**11.1 Notice of Claim:** Except for DCD 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 fifteen Calendar Days after the DCD's determination giving rise to the claim. The notice must state the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data must be delivered within thirty Calendar Days after the determination giving rise to the claim. The responsibility to substantiate claims rests with the claimant. A claim by the Contractor must be submitted to the DCD for a recommendation or decision from the DCD. A claim by the DCD must be submitted to the Contractor. The DCD reserves the right to audit any Contractor claim. Pending final resolution of any claim under this Article, the Contractor must proceed diligently with the Work and comply with any decision of the DCD. For all Contractor claims seeking an increase in Contract Price or Contract Time, the Contractor must submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the Contractor is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the Contractor's best knowledge and belief. The affidavit must be signed.

**11.2 Recommendations or Decisions from the DCD:** For claims under \$10,000.00, if requested in writing by the Contractor, the DCD will render a recommendation or decision within fifteen Calendar Days after the request. For claims exceeding \$10,000.00, the DCD will issue its recommendation or decision within thirty Calendar Days.

If the CEO denies a Contractor claim, that decision must be final and binding on the Contractor, unless the Contractor files a request for a presentation with the DCD Board of Directors within thirty Calendar Days. To the extent that any recommendation from the DCD is partly or wholly adverse to a claim from the Contractor, that determination must be final and binding on both the DCD and Contractor. If the CEO recommends payment of any Contractor claim which increases the Contract Price, that recommendation is subject to the DCD's written approval. In the event any such determination from the DCD is partly or wholly adverse to the preceding recommendation from the CEO, that determination must be final and binding on the Contractor unless the Contractor files suit.

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

## **SPECIAL WORKING CONDITIONS**

1. Contractor must comply with all security regulations. Access to and egress from the work site will be specifically designated by the DCD. The Contractor must furnish a security guard or equivalent acceptable to the DCD to maintain security for safety during the demolition process outside of normal working hours. An acceptable arrangement may be worked out with the DCD.
2. The Contractor must maintain at all times dust control and SESC measures to the satisfaction of the DCD.

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## **GENERAL REQUIREMENTS**

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## SUMMARY OF WORK

### 1. General

- 1.1 General information covering the "Scope of Work" is specified on the Invitation to Bid. Additional information is as follows:
- (b) **The scope of work is stated as: the intent of work is to have the Contractor provide design and demolition services to demolish all old buildings and structures located in 4 areas which are named for convenience: Timber Home; Tannery; County Garage and Tank Farm for demolition; removal of all material and debris from sites (4); disposal of all material at an approved location; and clean-up stabilization of work area, including but not limited to demolition areas (4), access area, private adjoining property if altered from original state, etc. in compliance with all laws, permits, regulations and requirements listed in this contract.**
  - (c) The Contractor is responsible for and must follow all requirements outlined in any and all permits issued for this project. There can be NO deviation or change in following the permitted requirements without submitting a written request to the DCD and receiving a written change of procedure authorization letter.
- 1.2 The Contractor must also follow all laws, rules, regulations and requirements outline in this contract.

## MEASUREMENT AND PAYMENT

1. **Schedule of Values:** Before the submittal of the first payment request, the Contractor must submit a Schedule of Values to the DCD for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task (Bid Schedule), including separate monies allocated for General Condition items and Project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

## COORDINATION

1. **Project Coordination:**
  - (a) **Before beginning Work the Contractor must coordinate with the DCD – CEO (Rory Mattson) to implement the schedule for the Project. A Notice to Proceed must be issued by the DCD before any work is started.**

## REGULATORY REQUIREMENTS

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
2. **Permits:** The DCD has acquired necessary permits for this work (Demolition and SESC). **The contractor is responsible for any other needed permits and/or responsibilities such as, but not limited to: Delta County Road Commission, Mis-Dig, etc.**
3. **Safety and Protection:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, and 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 DCD. The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs and such responsibility must continue until such time as the DCD is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work the Contractor must take all necessary precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the



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Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

4. **Environmental Requirements:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.
5. *Nondiscrimination: For all DCD Contracts for goods or services in amount of \$5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:*
  - 5.1 Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status and take affirmative action to ensure that applicants are employed and the employees are not subject to such discrimination. Such action must include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
  - 5.2 To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.
  - 5.3 To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.
  - 5.4 To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons With Disability Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et Seq.; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission (MCRC) which may be in effect on or before the date of Bid opening.
  - 5.5 The Contractor must furnish and file compliance reports within the times, and using the forms prescribed by the MCRC. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the Contractor and Subcontractors. The Contractor must permit access to Records by the MCRC and its agent for purposes of ascertaining compliance with the Contract and with rules, regulations, and orders of the MCRC.
  - 5.6 If, after a hearing held under its rules, the MCRC finds that the Contractor has not complied with the nondiscrimination requirements of the Contract Documents, MCRC may, as part of its order, certify its findings to the Administrative Board of the State of Michigan, which may order the cancellation of the Contract and/or declare the Contractor ineligible for future contracts with the State until the Contractor complies with the MCRC's order.

## PROJECT PROCEDURES

1. **Signage and Safety:** The Contractor must post appropriate construction signs to advise the occupants and visitors of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, keep out, warning – danger, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed.

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## 2. Barrier and Enclosures:

- (a) The Contractor must furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers and the public. The Contractor must hold the DCD, State of Michigan, DCRC and the Hannahville Indian Community 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). **Street Barricades:** The Contractor must erect and maintain all street barricades and signal lights. There must be full compliance with rules and ordinances respecting such street barricading and devices must be removed when hazard is no longer present.
  - (a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the Work. All construction aids must conform to Federal, State, and local codes or Laws for protection of workers and the public.
  - (b) **Pumping and Drainage:** The Contractor must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The Contractor must construct and maintain any necessary surface drainage systems on the Work site so as to prevent water entering or to flow onto public or private property adjacent to the work site, except for existing drainage courses or into existing drainage systems. The Contractor must prevent erosion of soils and blockage of any existing drainage system.

## PROJECT MEETINGS

- 1. **Pre-Construction Conferences:** The DCD will schedule a pre-construction conference to be attended by the DCD, the Contractor and any other needed entity. A project procedure will be established for the Work during the pre-construction meeting. This meeting will also serve to meet permit requirements (Federal & State) and review requirements. Once the Project has been started, the Contractor must carry it to completion without delay.
- 2. **Progress Meetings:** The DCD will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

## CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- 1. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.
- 2. The contractor is responsible for installation and required daily inspections for maintenance and silt control. The contractor will be charged for any damaged caused during the work period.
- 3. The contractor is responsible for all SESC temporary and permanent control measures. The contractor is also responsible for all safety control measures.

### Temporary Sanitary Facilities:

- (a) **Portable Toilets:** The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the DCD. They must comply with all Federal, State and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete. The Contractor may provide other options for sanitary facilities but must be approved by the DCD.

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**Field Office:**

- (a) **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the DCD. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials.
- (b) On site trailers for living are not allowed.

**MATERIAL AND EQUIPMENT**

- 1. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.
- 2. **Delivery, Storage, and Handling:** All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the DCD. The DCD assumes no responsibility for stored material and/or equipment. The Contractor must protect materials and equipment against theft, injury or damage from all causes.
  - (b) The Contractor must keep equipment stored outdoors away from areas subject to flooding.
- 1. **Substantial Completion:** The Contractor must notify the DCD when the Work will be substantially complete. If the DCD agrees that the project is Substantially Complete, the DCD will inspect the Work. The DCD upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the DCD.
- 2. **Cleaning:**
  - (a) **Regular Cleaning:** The Contractor must remove all scrap or removed material, debris or rubbish from the Project work site at the end of each working day and more frequently whenever the DCD deems such material to be a hazard. The Contractor cannot discard materials on the grounds at the work site (this daily removal does not include demolition material). No salvage or surplus material may be sold on the premises, unless approved in writing by the DCD. No burning of debris or rubbish is allowed.
  - (b) **Final Cleaning:** Before final acceptance by the DCD, the Contractor must clean-up all of the work areas and existing land surfaces that were used by their operations and make necessary corrections that were caused by the Work.

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## **SPECIAL WORKING CONDITIONS**

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## ENVIRONMENTAL CONSIDERATIONS

The Work comprising this Project will be performed on an outdoor site. 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 DCD on the work site at all times during working hours with full authority to act for the contractor. It must be the Contractor's responsibility to furnish the DCD with the name, address and telephone number of the responsible person to contact for Emergency during after hours, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the DCD.
3. Public access will be denied and monitored during demolition for safety reasons. No work can be performed at the site during night hours without the written permission from the DCD.
4. Areas on the site for employee parking, contractor's equipment and tools, etc., must be assigned by the DCD. 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 DCD and the Contractor. The DCD, State of Michigan, DCRC or the Hannahville Indian Community assumes no responsibility for stolen, damaged or any claims for contractor's equipment, tools, etc.
6. The Contractor must comply with all rules and regulations of the Delta Conservation District, County of Delta, Wells Twps. and all other Federal, State and Local rules, laws and administrative rules.
7. Demolition material will be hauled and disposed of at a pre-approved disposal site (Contractor must identify). Contractor is solely responsible for their disposal site. It is only recommended that after each haul compaction is conducted. **Cory at Bichler Gravel has expressed interest in suppling a disposal site for all or various materials he may be interested in. The DCD is encouraging all Bidders to contact him because of the short haul distance from the demolition site. He can be reached at (906) 786-0343.**