DMB-401 (R 4/06)

BID SUMMARY

SUBMIT BID TO:
MI DEPARTMENT OF MANAGEMENT AND BUDGET
FACILITIES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
P.O. BOX 30026
LANSING, MICHIGAN 48909

EXPRESS MAIL TO:
MI DEPARTMENT OF MANAGEMENT AND BUDGET
FACILITIES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
530 WEST ALLEGAN STREET, 2ND FL., STEVENS T. MASON BLDG.
LANSING, MICHIGAN 48933

FILE NUMBER	INDEX NUMBER	AGENCY OBJ. CODE	PROJECT/PHASE CODE	COMMODITY CODE	AGENCY NUMBERs
751/09310.AGY	53010	6435	341390/00	913-94	24-3095

DEPARTMENT/AGENCY	PROJECT SCOPE OF WORK DESCRIPTION/LOCATION
NATURAL RESOURCES – PARKS AND RECREATION DIVISION	PRESQUE ISLE HARBOR BOATING ACCESS SITE BITUMINOUS PAVING IMPROVEMENTS
BID OPENING DATE	FOR AN EXAMINATION OF THE SITE CONTACT:
WEDNESDAY, JULY 1, 2009 AT 2:00 P.M., LOCAL TIME	STEVE KRZESICKI, P.E., (517) 373-9914

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

FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER
	FEDERAL I.D. NUMBER (IF NONE, SOCIAL SECURITY NUMBER)*
BIDDER'S SIGNATURE AND TITLE DATE	WITNESS' SIGNATURE DATE

*Protected information required for processing payments.

Base Bid : ..... …….Dollars $_____

_____Dollars

BID GUARANTEE REQUIRED: A BID SECURITY IN THE AMOUNT OF FIVE (5) PERCENT OF THE BASE BID IS REQUIRED FOR ALL BIDS AS SPECIFIED IN THE SECTION 00100 INSTRUCTION TO BIDDERS.

BIDDERS ARE ALSO CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE OTHER CONDITIONS OF THE CONTRACT AS SET FORTH THROUGHOUT THE GENERAL CONDITIONS PREFACE TEXT. BIDDERS ARE REQUIRED TO COMPLETE THE QUALIFICATION STATEMENT AS PART OF THIS PROPOSAL.

Project Scope of Work:

PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO GRADE, PREPARE SURFACE, AND PLACE APPROXIMATELY 597 TONS OF 13A BITUMINOUS MIXTURE AND RELATED ITEMS AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN AT THE PRESQUE ISLE HARBOR BOATING ACCESS SITE (T34N, R8E, SEC. 17), PRESQUE ISLE COUNTY, MICHIGAN.

** Builders Risk Insurance will not be provided by the State of Michigan for this project.

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

Contract Substantial Completion Date: **FRIDAY, AUGUST 28, 2009.**

Addenda: Bidder acknowledges receipt of Addenda:

No. _____ dated: _____, No. _____ dated: _____

Company Name: _____

QUALIFICATION STATEMENT

Issued under authority of Act 451, P.A. 1994 as amended.

This Qualification Statement must be completed in order to be considered for bid award and will be used by the Michigan Department of Natural Resources for the purpose of establishing the qualifications of firms for bituminous paving and associated work at the Presque Isle Harbor Boating Access Site, Presque Isle County, Michigan. Only those firms with experience in jobs of similar volume and character needed to perform the task outlined in the attached bid documents will be considered for the project. The Department of Natural Resources will evaluate project references and previous Department experience with the bidders firm in determining if a firm is qualified to execute this work. Failure to complete this form may result in the bid being rejected as incomplete.

INSTRUCTIONS: Describe the most recent job experiences (three minimum) most applicable to the tasks outlined in the Proposal and Contract. Please supply references and telephone numbers.

Reference	Contact Person	Telephone Number
Approximate Dollar Amount $	Location	
Description		

Reference	Contact Person	Telephone Number
Approximate Dollar Amount $	Location	
Description		

Reference	Contact Person	Telephone Number
Approximate Dollar Amount $	Location	
Description		

Is your firm currently pre-qualified with the Michigan Department of Transportation? ☐ YES ☐ NO

Is your firm a certified Disadvantaged Business Enterprise (DBE) with the Michigan Department of Transportation? ☐YES ☐ NO

Submit two copies of this completed Qualification Statement and any additional pages (limit two) together **with your proposal. Proposals not accompanied by this Statement will not be considered.**

PR 1650 (Rev. 01/2008

State of Michigan

Department of Management and Budget
Facilities Administration

DCSPEC
Bidding and Contract Document

File No. 751/09310.AGY
Index No. 53010
Department of Natural Resources
Parks and Recreation Division

24-3095 PRESQUE ISLE HARBOR BOATING ACCESS SITE

BITUMINOUS PAVING

Bid Date: Wednesday, JULY 1, 2009 at 2:00 p.m., Local Time

MANDATORY PRE-BID MEETING: NONE SCHEDULED

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DIVISION 00

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

SECTION 00010 PRE-BID INFORMATION

1. **Invitation to Bid (ITB)** – Your firm is invited to submit a Bid. The State of Michigan as the **Owner** will receive sealed Bids, delivered to the Department of Management and Budget, Facilities Administration (DMB-FA), First Floor, Stevens T. Mason Building, PO Box 30026, 530 West Allegan Street, Lansing, Michigan 48909, for bituminous paving of the access site and related Items until 2:00 P.M., local time, on **Wednesday, July 1, 2009**, when all Bids duly received will be opened publicly and read aloud. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period of sixty (60) Calendar Days. 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, Presque Isle Harbor Boating Access Site - Bituminous Surfacing, Agency No's. 24-3095, Index No. 53010, DMB File No. 751/09310.AGY, which includes, but is not necessarily limited to:

   PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO GRADE, PREPARE SURFACE, AND PLACE APPROXIMATELY 597 TONS OF 13A BITUMINOUS MIXTURE AND RELATED ITEMS AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN AT THE PRESQUE ISLE HARBOR BOATING ACCESS SITE (T34N, R8E, SEC. 17), PRESQUE ISLE COUNTY, MICHIGAN.

3. **Bidding Documents** – Sets of Bidding Documents may be obtained at no charge from the Department of Natural Resources, Office of Land and Facilities, P.O. Box 30033, Lansing, Michigan 48909 or Stevens T. Mason Bldg., 8Th Fl., 530 West Allegan Street, Lansing, Michigan 48933, telephone: (517) 373-9902; fax: (517) 241-4278.

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 "State of Michigan" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government or a bid bond with an authorized surety company.

5. **Pre-Bid Conference** – A pre-bid conference has not been scheduled for this project.

6. **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.

7. **Contract Complete Date and Work Schedule Times** – The Contract Completion Date and Work Schedule Times and the associated liquidated damages are specified in the Contract.

8. **Contact Person** – All requests or inquiries concerning the Bidding Documents or the Work must be addressed to: Steve Krzesicki, (517) 373-9914.

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

SECTION 00020 GLOSSARY

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

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

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

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

Apparent Low Bidder–That Bidder who's Base Bid, when added to those specific Alternates the Owner intends to accept, yields the lowest sum of Base Bid and Alternates.

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

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

Bar Chart Schedule–Activity schedule, in a bar chart format, that accounts for the entire Work at a level of detail commensurate with the Progress Schedule requirements of the Contract Documents.

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

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

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

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

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

Bidding Requirements–The Advertisement, Instructions to Bidders, Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments and qualification submittals, as advertised and as modified by Addenda, and any other Section included within Division 0 of the Bidding Documents for the purpose of governing bidding and award of the Contract. These comprise the essential terms and conditions for fulfillment of the contract. Other terms and conditions may also apply to any included technical specifications.

Board–The Administrative Board of the State of Michigan.

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

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

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

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

Cash Allowance–An **Owner**-specified sum included within the Contract Price to reimburse the **Contractor** for the actual purchase/furnished cost of materials and/or equipment or other designated items, as specifically provided in the Contract Documents. Although the scope (e.g., the required quantity) of any Work covered by a Cash Allowance is sufficiently detailed in the Contract Documents for the purposes of bidding the required labor costs, Subcontract costs, construction equipment costs and general conditions costs and Fee, it is understood that the required materials, equipment or other designated items are of uncertain purchase cost at the time of Bid or are yet to be specified in more detail by the **Professional** as to quality, appearance, durability, finish and such other necessary features affecting purchase price.

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

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

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

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

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

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

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

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

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

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

Department (DMB)–Department of Management and Budget of the State of Michigan.

Director is the Director of the **Department.**

Director-FA is the Director of **DMB** Facilities Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pre–Award Schedule–A Qualification Submittal required of the Apparent Low Bidder before Contract Award, and which is used by the **Owner** in the evaluation of the Apparent Low Bidder's Bid.

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

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

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

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

Project Manual–The Book of Specifications, containing Division 0 of the Specifications and the technical Specifications.

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

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

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

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

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

Request for Payment–The form provided by the **Owner** (Payment Request DMB-440) to be used by the **Contractor** in requesting payment for Work completed, which must enclose all supporting information required by the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00100 INSTRUCTION TO BIDDERS

1. **PREPARATION OF BID:** Execute Bid fully and properly. Submit two copies of Bid Summary Form (DMB-401) in a sealed envelope to the Facilities Administration, Design and Construction Division before the opening time when Bids will be publicly opened and read aloud. On the outside of the envelope, identify: i) the Project by name, file number, index number and location; ii) Bidder's name, complete address and phone number; and iii) type of work bid (general, mechanical, … etc.)

2. **BID CONTENTS:** Bid Form and Bid Form Attachments must be used and completely filled out to be a valid Bid. All Bid prices must be printed or typed in both words and figures. The Bid will consist of the following forms, which are included in Appendix I:

Bids	**Forms to be submitted**
All:	two copies of signed Bid Summary Form (DMB-401); Bid Security in the amount of 5% of Base Bid Price; Signature Authorization or copy of the partnership agreement if signed by all partners; Payment and Performance Bond (upon issuing the Notice of Award).
If Bid is Over $100K:	Copy of valid Certificate of Awardability;

3. **CERTIFICATE OF AWARDABILITY:** The Contractor must not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record or disability. All Bidders submitting Bids of $100,000.00 or more must be certified by the Department of Civil Rights for compliance with State of Michigan Equal Employment Opportunity requirements before submission of Bids. A copy of the Bidder's valid certificate of compliance or awardability must be submitted with the proposal. Failure to enclose the certificate with the proposal will not disqualify the Bidder if a valid certificate exists at the time of Bid Opening and the Bidder submits it within 24 hours after the Bid Opening.

   The time required by the Department of Civil Rights to process applications varies as a function of the Department's total workload, which changes from time to time. The Bidder is responsible for securing all pertinent information from the Department of Civil Rights before submitting a bid. Communications should be directed to:

   Michigan Department of Civil Rights
   Contract Compliance Team
   Cadillac Place Building, (Former General Motors Building)
   3054 West Grand Boulevard., Suite 3-600
   Detroit, Michigan 48202
   Telephone: (313) 456-3822 or 456-3823

4. **MICHIGAN PREFERENCE CERTIFICATION**: All Bidders submitting Bids in excess of $100,000.00 must complete the Preference Certification Form in Appendix I - Forms. This information will determine if a Bidder qualifies as a "Michigan" business for purposes of application of in-State preference considerations where applicable.

5. **QUALIFICATIONS OF BIDDERS/ABILITY TO PERFORM:** The apparent Low Bidder must submit to the Professional, within **three** Business Days after receipt of the Professional's request, a list of the Subcontractors and a Bar Chart Schedule. The schedule must show sequence of the Work Activities with percentages of completion. Failure to provide the submittals may disqualify the Bid.

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

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:** All requests for clarification or interpretation of the Bidding Documents, all proposals for any modifications to the Bidding Documents, all requests for information and all other questions or inquiries about the Bidding Documents and/or the Work shall be submitted in writing to the Contact Person identified in the Bid Documents. Requests or inquiries received less than nine (9) Calendar Days before the date of Bid opening will be answered only if (a) the response can be given through Addenda made available at least seventy-two hours before Bid opening (counting Business Days only), (b) the Bid opening is postponed by Addendum, or (c) the Work is re-bid without re-advertising following the issuance of post-Bid Addenda.

    Bidders must not rely upon any oral statements or conversations regarding interpretations, clarifications, corrections, additions, deletions or other revisions or information to the Bidding Documents. Any addition, limitation or provision made with or attached to the Bid may render it non-responsive and/or irregular and be a cause for rejection. The Owner reserves the right to issue a post-Bid Addenda 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.

11. **MODIFICATION OF RECEIVED BID:** A modification of a Bid already received will be considered only if the modification is submitted in writing in the Bid form(s) and received before the Bid opening time and date. Modifications may be submitted by a fax to **(517) 373-3562**.

12. **BID WITHDRAWAL:** Except for timely filed claims of mathematical or clerical errors granted by the State, no Bid may be withdrawn within sixty (60) Calendar Days after the Bid Opening time and date or before the Bid expiration date without forfeiting Bid security. The request to withdraw a Bid due to error must be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening. The claim must describe in detail the error(s), include a signed affidavit stating the facts of the alleged error(s) and request that the Bidder be released from its Bid. The review of the claim and its supporting documents by the State is only for the purpose of evaluating the Bidder's request and must not create duty or liability on the State to discover any other Bid error or mistake. The sole liability of any Bid error or mistake rests with Bidder.

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 Director-FA to object to the Apparent Low Bidder. This objection must be filed within seven Calendar Days after the date of Bid opening and must describe in detail the basis for the protest and request a determination. The Director-FA 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 correct sum 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 correct product 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 shall be the product of the Unit price and the quantity of the Unit Price Work, 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. BID GUARANTEE: Each proposal must be accompanied by either a bank certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company (the surety must be listed on the current U.S. Department of the Treasury Circular 570) in the amount of five percent of the base bid payable to the State of Michigan, as a guarantee of good faith. If the successful Bidder fails to furnish satisfactory bonds and insurance within fifteen Calendar Days after Notice of Award, such guarantee must be forfeited to the State as liquidated damages. 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.

16. REJECTION OF BID: The Bidder acknowledges the right of the Owner to reject any Bids and to waive any informality, defects or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if:
(a) the Bid is in any way incomplete or irregular;
(b) the Bidder, Subcontractor or Supplier is not responsible as determined by the Owner;
(c) the Bidder's performance as a Contractor was unsatisfactory under a prior Contract with the Owner for the construction, repair, modification or demolition of a facility with the Owner, or under any other Contract, which was funded, directly or indirectly, by the Owner;
(d) there are reasonable grounds for believing that collusion or unlawful agreements exists between any Bidders, that a Bidder is interested in more than one Bid, or that the Bid is not genuine;
(e) the Bid exceeds the funds available; or
(f) the Bidder does not have a valid Certificate of Awardability, when required.

17. FEDERAL IDENTIFICATION NUMBER: If you are bidding a State job for the first time, you should verify that your federal identification number or social security number is in the State's master system. Failure to verify that this information exists will delay any payments to you. This number is required before any payments can be processed. You can verify your number or be put into the system by contacting the following:

State of Michigan
Office of Financial Management
Payee Registration
P.O. Box 30026
Lansing, Michigan 48909
Telephone (888) 734-9749
Local (517) 373-4111
Fax (517) 373-6458
www.michigan.gov/doingbusiness
(Selling to the State) & (How to Register as a Vendor)

18. MATERIALS AND EQUIPMENT: Any Bidder wishing to use manufacturers or materials other than those specified must submit a written request to the Professional not later than nine (9) calendar days before due date for Bids. Request must be accompanied by product data to permit evaluation and comparison with specified products or materials. The Person submitting the request will be responsible for its prompt delivery. The Professional and the Owner will examine and evaluate the product data and if found acceptable, an Addendum will be issued and mailed or delivered to each Person who has received a set of Drawings and Specifications. All Addenda issued must be made a part of the Contract requirements. Contractor will be responsible for any extra work and expense incurred to satisfactorily and completely incorporating each substitute product into the Project.

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

20. PRE-AWARD SUBMITTALS: Pre-award submittals are not required for this project.

21. CONTRACT AND CONTRACT AWARD: The Owner intends to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, and does not exceed the funds available. The lowest Bid will be based solely, upon the Base Bid. The Contractor will be required to submit applicable bonds and insurance. Upon acceptance by the State, this document will constitute the Contract and the executed duplicate will be returned to the Contractor. The Contract, however, is not in force "executed" until the Contractor has complied with all of the requirements of insurance and bonds.

22. CONTRACT SUBSTANTIAL COMPLETION DATE AND LIQUIDATED DAMAGES: Work of all trades as specified in the Contract Documents must be completed by the end of the working day, **Friday, August 28, 2009,** except for minor replacement, correction, or adjustment items which do not interfere with the complete operation and utilization of all parts of the Contract Work. This Contract Substantial Completion Date is of the essence and liquidated damages for each Calendar Day that expires after this Substantial Completion of the entire Work must be in the amount of **$150.00**. Liquidated damages are not a penalty, are cumulative and represent a reasonable estimate of the Owner's extra costs and damages, which are difficult to estimate with accuracy in advance.

23. 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.

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

SECTION 00120 SUPPLEMENTARY INSTRUCTIONS

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

SECTION 00200 INFORMATION TO BIDDERS

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 at Facilities Administration by the 2:00 p.m. time required. The properly delivered bid is the sole responsibility of the Bidder. Before sealing the envelope, check to be sure that:

1. The Bid Summary and the proposal forms are signed.
2. The Base Bid and line-item prices are filled in.
3. Bid security is signed by the Bidder and the surety company and included.
4. All Addenda received are acknowledged.
5. Signature authorization is included.
6. Certificate of Awardability is enclosed (if required).

1. UNDERGROUND UTILITIES

Information or data about physical conditions of existing Underground Utilities, which have been used by the Professional in preparing the Bidding Documents, is shown or indicated in the Drawings and technical specifications. However, it is the contractor's responsibility to verify locations of Underground Utilities which may or may not be indicated on the drawings by calling "Miss Dig". Three full working days before you dig, call the MISS DIG System at 800-482-7171 or 811. The new 811 number is a national "Call Before You Dig" phone number designated by the Federal Communications Commission (FCC) to eliminate the confusion of multiple "Call Before You Dig" numbers.

The MISS DIG System member utilities will mark the approximate location of their underground public utility lines at no charge. MISS DIG System, Inc. DOES NOT MARK!

The contractor proceeds with the commencement of the Work at his/her own risk.

2. ROYALTIES, PATENTS, NOTICES, AND FEES:

2.01 Contractor shall give all notices and pay all royalties, building permits, and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the state harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of the work.

3. SEQUENCING REQUIREMENTS

Refer to the technical Specifications, including, but not limited to the General Requirements, for information, data and criteria on sequences of Work restraints, construction and maintenance of service to existing facilities.

3.01 Project Coordination:

3.01.01 Prior to beginning Work the Contractor shall meet with the Professional and State Unit and arrange the schedule for the project. Once the project is started, it shall be carried to completion without delay.
3.01.02 Phasing of Work shall be clearly established and verified with the Professional and State Unit prior to commencing Work in any area. No cutting or removal Work shall begin until authorized by the Professional.
3.01.03 Any building utility service interruptions or outages required by the Contractor in performing the Work shall be prearranged with the staff of the State Unit and shall occur only during those scheduled times.
3.01.04 Any room furnishings to be removed will be done by State Unit personnel.

3.02 Cutting and Patching

3.02.01 The contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts fit together properly or make new Work join with the existing structure. The Contractor shall take proper precautions so as not to endanger any existing Work. The Contractor shall not cut or alter existing structural members or foundations.
3.02.02 Holes or openings cut in exterior walls and roofs for installation of materials or equipment shall be waterproofed by appropriate, approved materials and methods.
3.02.03 All adjacent finished surfaces that are damaged by the new Work shall be patched with materials matching existing surfaces. Joints between patched and existing material shall be straight, smooth and flush. All patching material shall be applied by workers skilled in its installation.

Each Bidder must be responsible for any conclusions or interpretations he/she makes related to the selection of sequences and Means and Methods, based on the technical data made available, and/or those additional investigations or studies made or obtained by that Bidder.

4. SUBSURFACE CONDITIONS - Not Applicable To This Project.

5. OTHER PHYSICAL CONDITIONS

The Drawings and technical Specifications contain information or data that have been used in the preparation of the Bidding Documents, and that may be properly considered Authorized Technical Data concerning existing physical conditions and copies are available from the Department of Natural Resources, Office of Land and Facilities.

SECTION 00700 GENERAL CONDITIONS

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

1.01 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.

1.02 Contract Time Computation: The time to complete the Work is not computed in Calendar Days. The Substantial Completion Date for this project is **Friday, August 28, 2009.**

1.03 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.

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

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

(c) any bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use due to or related to the Work and caused in whole or in part by the Contractor or Subcontractor or Supplier's negligence, omissions or failure to maintain the required insurance and coverage and;

(d) a failure by the Contractor to appropriately handle Hazardous Materials for the Work or the Contractor's operations in compliance with the Owner requirements and/or applicable Laws and regulations.

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

1.5 Contract Documents Ownership: The State is the owner of the Contract Documents. The Contractor, Subcontractor or Supplier must not reuse any of the documents on any other Project without prior consent of the State and Professional. The Professional will furnish on behalf of the Owner at no cost to the Contractor, up to ten copies of Drawings and Project Manual.

2. General Provisions

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

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

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

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

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

2.04 Subcontractors and Suppliers: The Owner assumes no contractual obligations to anyone other than the Contractor. All trade construction Drawings must be field coordinated before fabrication and/or installation. The Owner reserves the right to reject or revoke, for its convenience, any approved Subcontractor/Supplier. Work performed by any Subcontractor or Supplier must be through an appropriate written agreement that:

(a) expressly binds the Subcontractor/Supplier to the requirements of the Contract Documents,
(b) requires such Subcontractor or Supplier to assume toward the Contractor all the obligations that the Contractor assumes toward the Owner and the Professional, and
(c) contains the waiver of rights and dispute resolution provisions.

3. Bonds and Insurance:

3.01 Construction Bonds are required for this Project. Both the Performance Bond and Payment Bond must remain in effect from the date of Contract Award until final completion of the Work or the end of Correction Period, whichever comes later. Insurance must be provided by insurers authorized to do business as an insurer in the State. The surety bonds required for a Construction Contract will not be accepted by Facilities Administration unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. This circular is published annually every July 1, in the Federal Register solely for providing a listing of companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies required to provide bonds to the United States Government. Copies of the current Circular listing may be obtained through the internet web site at http://www.fms.treas.gov/c570/c570.html. Also, 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. The insurance company must attach evidence that it is authorized by the Department of Energy, Labor and Economic Growth, Office of Financial and Insurance Services (OFIS) to do business as an insurer in Michigan. The State must be named as an additional insured on the General Liability Insurance policy. These certificates must specify the Project Index No., Project Title, and a description of the Project scope of work. 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. To view 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) visit the A.M. Best internet web site at http://www.ambest.com. The Contractor must not perform any part of the Work unless the Contractor has in full force and effect all the required insurance.

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

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

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

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

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

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

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

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

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

3.02.02 Contractor must have vehicle liability insurance for bodily injury and property damage as required by law on any auto including owned, hired and non-owed vehicles used in the Contractor's business.

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

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

NOTE:

a) 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;

b) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and

c) This provision must not be applicable where prohibited or limited by Michigan law.

3.02.04 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

3.02.05 Pollution Liability Insurance in the amounts of not less than $1,000,000 per occurrence is required.

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

3.03 **Builder's Risk Insurance:** If indicated on the Bid Summary, the Owner will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable Work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the Work, only while on the building site premises or within five hundred feet of the site. The property insurance insures the interests of the Owner, Contractor and all Subcontractors and Suppliers at any tier as their interest may appear. The property insurance insures against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan, but will be subject to a deductible of $5,000 for each loss occurrence. A copy of the master insurance policy will be kept at Facilities Administration, for review by the Contractor and Subcontractors. The Contractor must cooperate with the Owner in determining the actual cash replacement value of any insured loss. Any deductible amount must be paid by the Contractor. The Owner may purchase and maintain for its benefit boiler and machinery insurance.

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

4. Prosecutions; Substantial Completion:

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

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

4.03 If, upon inspection and completing all pre-requisite testing of the 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 Owner and the Professional for joint inspection. Within ten Calendar Days of this joint inspection, the Professional will deliver to the Owner and Contractor a list of incomplete/Defective work or a Certificate of Substantial Completion with a Punch List. The certificate must:

(a) fix a reasonable date of Substantial Completion,
(b) fix a date for completion of the Punch List, and

(c) recommend the division of responsibilities between the Owner and Contractor for utilities, security, safety, insurance, maintenance, etc.

Upon issuing the certificate, the Owner will pay for the completed Work subject to (a) withholding of two hundred percent of the value of any uncompleted Work, as determined by the Professional, and (b) any other deductions as the Professional may recommend or may withhold to cover Defective work, liquidated damages and the fair value of any other items entitling the Owner to a withholding. Prerequisites for Substantial Completion, over and above the extent of Work completion required, include (a) receipt by the **Owner** of operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the **Contractor** for their intended use, and (c) the **Owner** having received all required certifications and/or occupancy approvals from the State and those Political Subdivisions having jurisdiction over the Work. Receipt of all certifications and/or occupancy approvals from those Political Subdivisions with jurisdiction in and of itself does not necessarily connote Substantial Completion.

The Contractor must provide all related operating and maintenance (O&M) documentation to the Owner before training if training is required and not later than Substantial Completion otherwise. The Contractor must give the Owner the final O&M documentation (with revisions made after Substantial Completion) before the request for final payment.

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

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

5.01 Warranty: The Contractor must furnish the State with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Work within one year from the date of final acceptance by the State. This warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage. Manufacturer warranties for materials and equipment received by the Contractor must be assigned and promptly delivered to the Owner at Substantial Completion. The warranties must be in full force and effect for the entire duration of the Correction Period. Written warranties for specific equipment/products by their manufacturers or contractor workmanship/installation warranties of greater than one (1) year may be required for certain projects as described in the technical specifications.

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

(a) required to meet code requirements, as promulgated by code inspecting authorities;
(b) required by Law;
(c) indicated or required by the Contract Documents;
(d) required for the Professional's acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the Contractor; or
(e) Defective work, including an appropriate portion of the Delay and costs occasioned by discovery of Defective work. The Contractor must (a) pay all related costs; (b) schedule related activities; and (c) secure and furnish to the Professional the required certificates of inspection, testing or approval. The Contractor must provide proper and safe access to the site for inspection, testing or approval. The Contractor must provide the Professional a timely notice whenever any Work is ready for inspection, testing or approval. If the Contractor covers any Work without proper approval by the Professional as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose or otherwise make available, when requested by the Professional or Owner, for testing, inspection or approval of the covered Work.

5.03 Correction of Work: If any testing, inspection or approval reveals Defective Work and the Work is rejected by the Professional, the Contractor, at its sole expense, must promptly, as directed, correct or remove the Defective Work from the site and replace it with non-Defective Work within the Correction Period. The Contractor must bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or removal and replacement of Defective Work. If the Contractor, within reasonable and agreed upon time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the Owner, directly or through others, after seven Calendar Days from the date of the written notice to the Contractor, may correct and remedy the Defective Work. To the extent necessary to correct and remedy such Defective Work, the Owner must be allowed to exclude the Contractor from all or part of the site; take possession of all or part of the Work and stop related operations of the Contractor; take possession of the Contractor's tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the Owner has paid the Contractor. The Contractor must allow the Owner and the Professional easy access to the site to correct such Defective Work. The Owner must be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages and Delay incurred or sustained by the Owner which are attributable to the Contractor. Such costs may include, but are not limited to, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the Professional. If the discovery of the Defective Work takes place after final payment and the Contractor fails to correct and pay the Owner any of these costs, the Owner must demand due performance under the Performance Bond. Until the period of limitation provided by Michigan Law, the Contractor must promptly, and upon receipt of written notice from the Owner, correct Defective Work. In the event of an Emergency or unacceptable risk of loss or damage or if appropriate under the circumstances, the Owner, directly or through others under contract with the Owner, may correct or remove and replace the Defective Work. The specified correction

of Work requirements have no limitation on the rights of the Owner to have Defective Work corrected or removed and replaced, if rejected, except as otherwise provided by the Michigan Law.

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

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

6. Changes:

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

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

6.03 Responsibilities for Underground Utilities: The Contractor must comply with the 1974 PA 53, as amended, MCL 460.701 et seq., and all other Laws concerning Underground Utilities. Before performing site Work, all Underground Utilities, lines and cables (public and private) must be located and marked. The Contractor must notify MISS DIG to locate and mark utilities on properties that are not State properties.

Three full working days before you dig, call the MISS DIG System at 800-482-7171 or 811. The new 811 number is a national "Call Before You Dig" phone number designated by the Federal Communications Commission (FCC) to eliminate the confusion of multiple "Call Before You Dig" numbers

The MISS DIG System member utilities will mark the approximate location of their underground public utility lines at no charge. MISS DIG System, Inc. DOES NOT MARK!

The contractor proceeds with the commencement of the Work at his/her own risk.

In addition, the Contractor must be responsible for immediately notifying the Owner of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing any damage done to any Work, surface and subsurface facilities. If the Contractor encounters Underground Utilities that inaccurately located by the Contract Documents or not previously located/marked, which could not be reasonably have been seen, the Owner may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process.

6.04 Hazardous Material Conditions: If the Contractor encounters material reasonably believed to be Hazardous Material, which was not described in the Drawings and/or Specifications and was not generated or brought to the site by the Contractor, the Contractor shall immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions in accordance with all federal, State and local laws.

Upon receipt of the notice, the Owner will investigate the conditions and (a) may stop the Work and terminate the affected Work or the Contract for convenience; (b) may contract others to have the Hazardous Material removed or rendered harmless or; (c) issue a written Contract Change Order to amend the Contract Price/Time through the Bulletin authorization process. If the Hazardous Material is brought to site by the Contractor or as a result in whole or in part from any of its violation of any Law covering the use, handling, storage, disposal of, processing, transport and transfer or from any other act or omission within its control, the Contractor is responsible for the Delay and costs to cleanup the site, remove and render harmless the Hazardous Material to the satisfaction of the Owner, State and all Political Subdivisions with jurisdiction.

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

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

6.07 Cash Allowances; Provisionary Allowances: The Contractor must obtain the Professional's written acceptance before providing materials, equipment, or other items covered by Cash Allowance. Payments under a Cash Allowance must be on actual cost and exclude cost for supervision, handling, unloading, storage, installation, testing, fee, premiums for bond and insurance, etc. Work authorized under any Provisionary Allowance may consist of (a) changes required by actual conditions, as determined by the **Professional**, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents. Unlike a Cash Allowance, payments under a Provisionary Allowance will include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of the contract documents.

6.08 Changes in Contract Price:

6.08.01 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.

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

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

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

6.08.05 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 Time 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.

6.08.06 A contractor or subcontractor who performs the Work may charge a fee of up to 15% of the cost of Work involved for overhead and profit Contractor may charge a mark-up fee of up to 5% of its Subcontractor's cost excluding fees if the Work is performed by the Subcontractor. If Work is to be performed by lower tier Subcontractor(s), Intermediate Subcontractors 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 25% 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.

6.09 Changes in Contract Time:

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

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

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

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

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

6.11 Price Reduction for Defective Cost or Pricing Data: Whenever the Contractor signs a proposal for a change in the Contract or claim settlement, the Contractor will be deemed to have certified on behalf of itself, Subcontractors and Suppliers, to its best knowledge and belief that the proposal and its contents (a) were made in good faith and are consistent with the facts and the provisions of the Contract; and (b) are current, complete and accurate. If the Contract Price/Time is increased by any Change Order, claim or dispute settlement because the Contractor, Subcontractor or Supplier, at any tier, represented or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price must be correspondingly reduced by Change Order. If there is a good cause to doubt the Contractor's compliance with the Defective cost and pricing data requirements, the Owner must be entitled to make an appropriate withholding from any payment otherwise owed to the Contractor.

7. Payments

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

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

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

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

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

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

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

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

(a) evidence of completed operations insurance and an affidavit certifying that the insurance coverage will not be canceled, materially changed, or renewal refused,
(b) an affidavit certifying that the surety agrees that final payment does not relieve the surety of any of its obligations under the Performance Bond and Payment Bond,
(c) a completed DMB-460 Form close out checklist,
(d) a list of all pending insurance claims rising out of or resulting from the Work being handled by the Contractor and/or its insurer
(e) Contractor's 'Guarantee and Statement' (DMB-437) containing a statement of guaranteed indebtedness acceptable to the Owner in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the Owner to indemnify the Owner against any payment claim.

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

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

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

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

8. Other Work: During the Contract Time, the Owner may self perform or Contract for other work at the site. By doing so, the Owner or its representative will coordinate the operations of the Contractor and the other work. Whenever the other work interfaces with the Contractor's Work on site, the Contractor must coordinate its activities with the interfacing work, inspect the other work and promptly report to the Professional in writing if the other work is unavailable or unsuitable. The Contractor's failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work. The Contractor must provide proper and safe access to the site for handling, unloading and storage of their materials and equipment and for the execution of the other work. The Contractor must do all cutting, fitting, patching and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. If the Contractor becomes party to a dispute or claim due to damages caused to its Work/property or other work/their property, the Contractor must promptly attempt, without involving the Owner or the Professional or their agents, to settle with the other party by agreement or otherwise resolve the claim. If the Owner determines that the other work resulted in a delay to the Work to be performed by the Contractor and such delay justifies a Change Order, the Owner will authorize the necessary adjustment in Contract Price and/or Time.

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

(a) any Work is Defective,
(b) any Work, when completed, will not conform to the Contract Documents,
(c) any materials or equipment are unsuitable,
(d) any workers are insufficiently skilled,
(e) failure of the Contractor to implement appropriate measures for the SESC, or

(f) as the Owner may determine appropriate for its convenience.

The Contractor is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work must be submitted within thirty Calendar Days of knowing the extent of Delays and before submitting the final payment.

10. Termination:

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

(a) the Contractor fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s);

(b) the Contractor persistently disregards the authority of the Professional or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction;

(c) the Contractor admits in writing, or the Owner otherwise establishes, the Contractor's inability or refusal to pay the Contractor's debts generally as they become due;

(d) in response to the Owner's demand, the Contractor fails to provide adequate, written assurance that the Contractor has the financial resources necessary to complete the Work within the Contract Time;

(e) the Contractor fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law;

(f) at any time, the Contractor, Subcontractor or Supplier is in violation of unfair labor practices prohibited by Section 8 of Chapter 327 of the National Labor Relations Act, 29 U.S.C. 158; or

(g) the Contractor violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the Contractor's right to complete the Work.

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

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

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

10.02 For non-bonded projects, the Owner will follow the termination protocol in Paragraph 10.1 without involving a surety.

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

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

11. Disputes: All claims, counterclaims, disputes and other matters in question between the Owner and Contractor arising out of or relating to the Contract Documents must be submitted in writing to the Professional and otherwise processed and resolved as provided in this Article. 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.

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

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

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

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

SECTION 00750 SPECIAL WORKING CONDITIONS

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

SECTION 00800 SUPPLEMENTARY CONDITIONS – None Identified

SECTION 00850 PREVAILING WAGE RATE DETERMINATION – SEE APPENDIX I FOR RATE SCHEDULE

The Contractor and all Subcontractors must comply with all Laws pertaining to occupational classifications and to the following requirements:

1. The rates of wages and fringe benefits to be paid to each class of construction mechanics must not be less than the wage and fringe benefit rates issued by the Michigan Department of Energy, Labor and Economic Growth (MDELEG), Wage and Hour Division in its schedule of occupational classification and wage and fringe benefit for the locality in which the Work is to be performed. These prevailing wage rates are included in Appendix IV.

2. The Contractor must keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates as prescribed in the Contract and the address and telephone number of the MDELEG's office responsible for enforcing these provisions, and must keep an accurate record showing the name and classification of each Person performing Work on the site, the dates on which Work was performed, the hours each Person worked on the site and the actual hourly wage and benefits paid to each Person. This record must be notarized by a Notary Public and must be available to DMB-FA and MDELEG for an audit or inspection, at any time, upon their request.

3. If any trade is omitted from the schedule of wages and fringe benefit rates included in Appendix IV, the trades omitted must also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the Work is to be performed.

4. The Contractor must keep posted on the construction site, in a conspicuous place, notice that construction mechanics, as the intended beneficiaries of 1965 PA 166, as amended, who have not been paid in accordance with the Act may file a claim with the MDELEG.

   A finding by the MDELEG that the Contractor or any Subcontractor is in violation of these requirements is final.

SECTION 00900 ADDENDA

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

E N D O F D I V I S I O N 0 0

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1. GENERAL:

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

1.01.01 The Contractor shall abide by the general provisions set forth in the "State of Michigan, Department of Transportation (MDOT), Standard Specifications for Construction" (2003 Edition) manual, as applicable, unless otherwise amended herein.

1.02 The Agency will provide the following Work:

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

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

SECTION 01020 ALLOWANCES – Not Applicable To This Project.

SECTION 01025 MEASUREMENT AND PAYMENT

I. GENERAL:

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

SECTION 01030 ALTERNATES - Not Applicable To This Project.

SECTION 01040 COORDINATION

1. GENERAL:

1.01 Project Coordination:

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

1.02 Cutting and Patching:

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

SECTION 01050 FIELD ENGINEERING AND LAYOUT

1. GENERAL:

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

SECTION 01060 REGULATORY REQUIREMENTS

1.. GENERAL:

1.01. Regulations:

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

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

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

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

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

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

1.01.07 **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.

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

1.01.09 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 be 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.

1.01.10 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.

1.01.11 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.

1.01.12 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.

1.01.13 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.

1.01.14 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.

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

SECTION 01090 REFERENCES

1. **GENERAL**:

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

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

SECTION 01100 SPECIAL PROJECT PROCEDURES

1. GENERAL:

1.01 The Contractor must post appropriate construction signs to advise the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc. The Contractor must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire and police stations and like establishments. The Contractor must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.

1.02 Barrier and Enclosures:

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

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

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

2. Construction Aids:

2.01 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.

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

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

SECTION 01200 PROJECT MEETINGS

1. GENERAL:

1.01 Pre-Construction Conferences: The Project Director will schedule a pre-construction conference to be attended by the Professional, State Agency staff, and the Contractors. A project procedure as outlined in DMB-460 Form, will be established for the Work during the pre-construction meeting. When no organizational meeting is called, the Contractor, before beginning any Work, must meet with the staff of the Agency and arrange a Work schedule for the Project. Once the Project has been started, the Contractor must carry it to completion without delay.

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

SECTION 01300 SUBMITTALS

1. GENERAL:

1.01. Within 20 days of notice of award of Contract and prior to the delivery of any material or equipment to the job site, the Contractor shall submit to the Professional, a complete list of material suppliers, subcontractors, and brand names of all materials proposed to be used in the project. The Contractor shall check and verify all field measurements. Thereafter the Contractor shall submit to the Professional with such promptness as to cause no delay in the Work, a minimum of three (3) copies of Shop Drawings, product data catalogs, material schedules, etc. Following examination by the Professional, three copies will be retained for Owner's use and remaining copies will be returned to the Contractor with indication of approval or with notations for correction.

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

1.03 Shop Drawings, Sample and Technical: Contractor must submit to the Professional blue line drawings of all Shop Drawings; (b)A 3-inch wide by 2-inch high clear space for State approval stamp must be provided on the Title Sheet of the shop drawings]; (c) all required samples; and (d) all other technical submittals (test, results, test and safety procedures, O&M manuals, etc.) that are required by the Contract Documents. Each submittal must be stamped/certified/signed to indicate that the Contractor has complied with the requirements of the Contract Documents, building codes, etc. Submittals must be coordinated, reviewed and stamped/approved by the Contractor before submission to the Professional. Before each submission, the Contractor must (a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and (b) have reviewed and coordinated that technical Submittal with other technical submittals and the requirements of the Contract Documents.

The Contractor must give the Professional specific written notice of any variation from the requirements of the Contract Documents. Neither the Owner's authority to review any of the Submittals by the Contractor, nor the Owner's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the Owner to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The Contractor is not relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals just because the Professional approved them. The finalized As-Built/Record Documents/O & M manuals and any other approved Submittals must be submitted to the Professional prior to processing final payment to the Contractor.

1.04 Progress Schedule: Upon request, the Contractor must submit three (3) copies of the Progress Schedule for the Professional and Owner review. The Progress Schedule Submittals are intended to show: (a) the priority and sequencing by which the Contractor intends to execute the Work (or Work remaining) to comply with Contract Times, those sequences of Work indicated in or required by the Contract Documents; (b) how the Contractor anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; and (c) how the Means and Methods chosen by the Contractor translate into activities and sequencing; and (d) the actual timing and sequencing of completed Work. Submittals will be returned to the Contractor within fifteen Calendar Days. Contractor must resolve the issues arising from the review by the Professional and/or the Owner and submit Progress Schedule Revision. The review of the Progress Schedule by the Professional or the Owner does not create or impose on the Owner or the Professional any responsibility for the timing, planning, scheduling or execution of the Work or the correctness of any such Progress Schedule detail. The Contractor must update the schedule monthly. The correctness of Progress Schedule remains the sole responsibility of the Contractor. The Contractor is responsible for any time Delay and any cost incurred by the Professional, Contractor or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal.

SECTION 01400 QUALITY CONTROL

1. **GENERAL**:

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

Item of Work	Test Type	Section Number
Earthwork	Compaction and Density	02300
Aggregate Base Course	Compaction and Density	02332
Aggregate Shoulders	Compaction and Density	02335
Storm Drainage	Infiltration and Exfiltration	02630
Hot Mix Asphalt	Core Analysis	02741
Cement Concrete Paving	Core Analysis, Compression Tests	02751
Restoration	Compaction and Density	02900

1.02 Concrete/Asphalt Materials: Before placement of any concrete, the Contractor must submit for the Professional's approval complete data on the trial concrete mix formulation and a testing laboratory report for ASTM C94, twenty-eight-day standard cylinder test for compressive strength of a sample of the concrete mix. For asphalt paving, the Contractor must submit the data and testing reports for ASTM D946, AC-5.

The mix must have 4.5 to 6 percent of asphalt cement by weight for binder course and 5 to 7 percent of asphalt cement by weight for surface course in accordance with Asphalt Institute Manual MS-4, MS-13 and the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

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

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

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. GENERAL:

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

1.02 Water and electricity <u>are not</u> available in the areas where Work will be performed. The Contractor must pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services must not disrupt or interfere with operations of the State Agency.

1.03 Temporary Sanitary Facilities:

1.03.01 State Toilets: The State Unit will designate a permanent vault toilet facility on the premises for use by personnel employed in the Work. The Contractor shall repair any damage to the toilet facility caused by his/her employees.

1.04 Field Office:

1.03.02 An on-site field office will not be required for this project.

SECTION 01600 MATERIAL AND EQUIPMENT

1. GENERAL:

1.01 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.

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

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

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

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

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

SECTION 01650 FACILITY START-UP

1. GENERAL:

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

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

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

SECTION 01700 CONTRACT CLOSE-OUT

1. GENERAL:

1.01 Substantial Completion: The Contractor must notify the Professional, the Project Director and the Agency when the Work will be substantially complete. If the Professional, Owner, and Agency agree that the project is Substantially Complete, the Professional and Project Director will inspect the Work. The Professional, upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the Owner.

1.02 Cleaning:

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

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

SECTION 01800 MAINTENANCE - Not Applicable To This Project.

E N D O F D I V I S I O N 01

APPENDIX I

PREVAILING WAGE RATES

APPENDIX II

DEPARTMENT OF NATURAL RESOURCES

SPECIAL PROJECT PROCEDURES

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

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

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

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

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

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

APPENDIX III

DEPARTMENT OF MANAGEMENT AND BUDGET
Facilities Administration

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

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

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.

(b) Has not been convicted of a criminal offense which negatively reflects on the vendor'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.

(c) 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.

(d) 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, which in the opinion of DMB indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:

i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the vendor failed to pay the wages and/or fringe benefits due within the time period required.
iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

I understand that a false statement on this certification ma\y be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

_____
Typed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

DEPARTMENT OF MANAGEMENT AND BUDGET
Facilities Administration

PROFESSIONAL/CONTRACTOR DEMOGRAPHICS, STATISTICS AND CERTIFICATION

1. Company Name: _____

2. Company Address: _____
_____
_____

3. Principle Place of Business (zip code): _____

4. Year of Establishment _____

Woman, Minority, or Veteran Owned Small Business Representation

(For Statistical Use Only)

DEFINITIONS:

'Woman-owned business,' means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it IS _____, IS NOT _____ a woman-owned small business.

'Minority-owned business,' means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it IS _____, IS NOT _____ a minority-owned small business.

African American ____Arab American____Asian American____Hispanic____
American Indian____Eskimo____

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

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

The vendor represents that it IS _____, IS NOT _____ qualified disabled.

'Veteran-owned business,' means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it IS _____, IS NOT _____ a veteran-owned small business.

The contractor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

_____
Authorized Agent Name (print or type)

_____
Authorized Agent Signature

Fraudulent Certification as a Qualified Disabled Veteran is subject to debarment under MCL 18.264.

Certification of a Michigan Based Business

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

DEFINITION: To qualify as a Michigan business, vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

☐ Bidder qualifies as a Michigan business (provide zip code: _____)

( ) Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ˜208.1 – 208.145; or

( ) Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

( ) Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

☐ Bidder does not qualify as a Michigan business (provide name of State: _____).

☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: (_____).

_____
Authorized Agent Name (print or type)

_____
Authorized Agent Signature

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

PREFERENCE CERTIFICATION
FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BID

AUTHORITY: To comply with Michigan Public Act 237 of 1988, a Bidder submitting a Bid of $100,000 or more must complete Section A OR B below.

SECTION A

I certify that _____qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this Bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):	
☐	Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.
☐	Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.
☐	Withheld Michigan income tax from compensation paid to the Bidder's owners and remitted the tax to the Department of Treasury.

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

I authorize the Michigan Department of Treasury to verify whether the business has met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

(OR)

SECTION B

I certify that _____maintains its principal place of business in the

State of _____.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN $25,000.