## Contract Documents and Technical Specifications Rapid Infitration Basin Cleaning Plan



# Little Traverse Bay Bands of Odawa Indians 7500 Odawa Circle Harbor Springs, Michigan 49740

September 16, 2024

#### **TABLE OF CONTENTS**

	NO. OF PAGES
ADVERTISEMENT FOR BIDS	1
*BID SCHEDULE	1
CONTRACT	2
TECHNICAL SPECIFICATIONS	
<u>APPENDICIES</u>	
APPENDIX A RAPID INFILTRATION BASIN CLEANING PLAN	

<sup>\*</sup>Must be submitted with BID

#### ADVERTISEMENT FOR BIDS

## LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS HARBOR SPRINGS, MICHIGAN SEWER CLEANING AND INSPECTION

#### **General Notice**

**Little Traverse Bay Bands of Odawa Indians** (Owner) is requesting Bids for the construction of the following Project:

#### **Rapid Infiltration Basin Cleaning**

Bids for the construction of the Project will be received at the Little Traverse Bay Bands of Odawa Indians Headquarters, Attention: Mandy Szocinski located at 7500 Odawa Cir, Harbor Springs, MI 49740, until Thursday October 3, 2024 at 2:00 pm local time. At that time the Bids received will be privately opened and read.

The Project includes the following Work:

Removal of existing vegetation and sand from three existing rapid infiltration basins. Regrading and installing new clean sand fill in the basins.

Bids are requested for the following Contract: Rapid Infiltration Basin Cleaning

#### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

#### https://ltbbodawa-nsn.gov

Bidding Documents may be downloaded from the designated website. Prospective Bidders are required to register with Daugherty A. Johnson <code>DJohnson@LTBBODAWA-NSN.GOV</code> as a plan holder. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. The Owner will not be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

#### **Pre-bid Conference**

A pre-bid conference for the Project will not be held but prospective bidders are encouraged to visit the site. Contact Daugherty A. Johnson <a href="DJohnson@LTBBODAWA-NSN.GOV">DJohnson@LTBBODAWA-NSN.GOV</a> to arrange a site visit.

#### This Advertisement is issued by:

Owner: Little Traverse Bay Bands of Odawa

By: Mandy Szocinski

Title: Lead Purchasing Technician

Date: September 16, 2024

#### Little Traverse Bay Bands of Odawa Indians - Rapid Infiltration Basin Cleaning - Bid Schedule

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1		
2	Rapid Infiltration Basin Cleaning	LS	1		
3	Rapid Infiltration Basin Restoration	CYD	510		

TOTAL
-------

#### INDEPENDENT CONTRACTING AGREEMENT

**Parties** 

	SERVICES AND PAYMENT				
2.	, (hereafter "Contractor") is an independent contractor.				
1.	1. The Little Traverse Bay Bands of Odawa Indians (hereafter "LTBB") is a federally recognized Indian Tribe.				

3. <u>Scope.</u> Contractor shall provide the following services for the LTBB Rapid Infiltration Basin Cleaning Project located at 1760 Lears Road, Petoskey, MI, according to the specifications attached, the LTBB Executive Director and in accordance with state and tribal building, mechanical, and health codes.

#### The Contractor's scope of work shall consist of the following:

- Contractor shall work with the LTBB Executive Director, Department of Public Works (DPW) staff, wastewater treatment plant operators, and project Engineers to coordinate and gain access to the Rapid Infiltration Basins.
- Contractor shall be substantially complete with work within 120 days and final completion of the project within 150 days of contract signing.
- Contractor shall remove existing sand and vegetation at the existing Rapid Infiltration Basins and replace with clean sand fill in accordance with plans and specifications.
- Contractor shall contact LTBB Planning to obtain permits prior to starting work, for all repairs/replacements requiring permits and inspections.
- Contractor understands that failure to submit for permits and inspections shall be considered in violation the LTBB Building Codes and issued a Civil Infraction, for both see LTBB's Building Codes Regulations # REG-WOS-2009-007-061418-001 at https://ltbbodawa-nsn.gov/wp-content/uploads/2020/12/REG-WOS-2009-007-061418-001-Building-Codes-Adoption-
- Regulations.pdf
- Inspections will be required and inspector information will be provided by the LTBB Planning Department. Contractor can reach the LTBB Planning department at 231-242-1581. LTBB to pay for first inspection, if violations, Contractor shall cover all subsequent inspections until project passes.

	The Contractor's fee for this portion \$ includes all expenses required for completing the contract objectives.
	Any changes to the scope of work for this contract shall require prior written approval of LTBB Accounting Contracts Personnel for payment to be honored.
4.	<b>Payment.</b> LTBB will pay the Contractor up to a total of and not to exceed \$ . The Contractor shall submit invoices to LTBB

- Accounting Office, Attention Contracts Personnel, 7500 Odawa Circle, Harbor Springs, Michigan 49740.

  5. **Term.** This Agreement shall begin on \_\_\_\_\_ and shall terminate on \_\_\_\_ unless terminated earlier under paragraph 6.
  - In the event that the project is incomplete at the expiration date, LTBB shall have the option of extending this agreement or terminating this agreement and adjusting any final payment to the percentage that the job is complete as determined by LTBB Accounting Contracts Personnel.

#### 6. **Termination.**

- A. **Voluntary**. Either party may terminate this contract on fourteen (14) days written notice to the other Party for any reason at which time all fees will be adjusted on a prorated basis as determined by LTBB Accounting Contracts Personnel.
- B. **Involuntary**. LTBB may terminate this contract immediately and without prior notice if the Contractor engages in any conduct that threatens the health, safety, or welfare of the Tribe or its citizens, or the Contractor engages in any conduct which violates Tribal law and/or applicable Federal or State laws.
- 7. Assignment. No assignment of the obligations of this contract, whether in whole or in part, may be made without the consent, previously obtained, of LTBB. No assignment or encumbrance of any interest in the compensation to be paid under this contract, whether in whole or in part, may be made without the approval of LTBB. In the event an assignment of the obligations under this contract or of any interest in the compensation to be paid under this contract is made in violation of this paragraph, the contract may be terminated at the option of LTBB.
- 8. <u>Independent Contractor.</u> The Parties understand and agree that this Agreement is for independent contracting services. LTBB provides no benefits to Contractor including, by way of example only, unemployment insurance, health insurance, worker's compensation insurance or any type of paid leave. Contractor is responsible for payment of all liability insurance, and applicable federal, state, and local income taxes.
- 9. <u>Additional Contractual Requirements.</u> The Parties understand that LTBB has enacted a statute, WOS 2012-008, the Sex Offender Registration and Notification Statute, to fulfill the obligations of sex offender registration and notification. All contractors, including

- their employees, subcontractors and their employees that are sex offenders that are mandated to register are required to update their registry with the LTBB Law Enforcement when working on sites under the jurisdiction of LTBB.
- 10. **Debarred or Excluded**. Parties assure LTBB that Contractor and Subcontractors do not appear on the debarred list. Parties understand that LTBB shall verify that Contractor and Subcontractors are not listed as excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Contractor shall be immediately terminated by LTBB for assigning, whether in whole or in part, any portion of contracted obligation to a subcontractor listed as debarred or excluded.
- 11. <u>Insurance.</u> The Contractor shall carry Worker's Compensation, Employer's Liability, Commercial General and/or Professional Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors carry Worker's Compensation and Employer's Liability Insurance. The Contractor shall be responsible for insuring all its vehicles, equipment, tools and all materials which it may use and/or leave the work site during work process. The Tribe shall not be responsible for any loss or damage to the Contractor's vehicles, equipment, tools and materials. The Contractor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence combined single limit, for Personal injury. Bodily injury and Property Damage Coverage shall include the following extensions: 1.) Contractual Liability; 2.) Products and Completed Operations Coverage; 3.) Independent Contractors Coverage; and 4.) Broad Form General Liability Extensions or equivalent. The Contractor shall maintain Vehicle Liability Coverage, and Michigan No-Fault coverages including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit. The Contractor will provide certificate(s) of insurance coverage prior to start of contract term. If any of the above coverages expire during the term of the contract, the Contractor's insurer shall deliver renewal certification and/or policies to: Little Traverse Bay Bands of Odawa Indians, Attn: Accounting Contracts Personnel, 7500 Odawa Circle, Harbor Springs, Michigan 49740.
- 12. <u>Disputes.</u> The Contractor acknowledges that LTBB is a sovereign government and therefore retains all aspects of sovereignty including immunity from suit. If a dispute arises regarding any portion of this contract, LTBB may choose to waive its sovereign immunity and adjudicate the issue in LTBB Tribal Court. LTBB Tribal Court is the only forum in which LTBB waives its sovereign immunity.
- 13. <u>Confidentiality.</u> Contractor agrees to use any information obtained or accessed from LTBB, only as needed for the performance of his or her scope of work and not to use such information for any other purpose. In addition, the Contractor will not disclose or use any information it may receive or develop as a result of its contacts with LTBB for any purpose other than to perform his or her scope of work. Contractor agrees to maintain in confidence any proprietary information acquired from the Tribe under this Agreement except which becomes available to the public without fault of the Contractor.
- 14. <u>Funding Requirements</u>. Contractor acknowledges notification that this project is 100% funded through the through the American Rescue Plan Act grant and any special reporting, conditions, terms, project spending deadlines, or requirements that apply by the grantor will be itemized in Section 3- "Scope" of this contract.

The undersigned Parties have read, understood all the terms of, and freely enter into this Agreement. This agreement is not fully executed until all

LITTLE TRAVERSE BAY BANDS IS REQUIRED, PER THE IRS, TO REPORT QUALIFYING PAYMENTS TO A VENDOR OF \$600 OR MORE IN A CALENDAR YEAR TO THE IRS ON FORM 1099.

parties have signed. This agreement cannot be altered orally. It can only be altered in writing by an Amendment signed by all parties.

Regina Gasco, Tribal Chair

Contractor's Signature

Date

Contractor Printed Name and Title

Full Legal Name of Business Entity

Contracts Office Use Only

All Documents Received \_\_\_\_\_\_ Date Received \_\_\_\_\_\_

Notes:

Signature: \_\_\_\_\_ Mandy Szocinski, Contracts Manager Date

## INDEX TECHNICAL SPECIFICATIONS

#### <u>INDEX</u>

#### <u>DIVISION 1 – GENERAL REQUIREMENTS</u>

01 00 01 SUMMARY OF WORK

01 20 00 PRICE AND PAYMENT PROCEDURE

#### <u>DIVISION 31 – EARTHWORK</u>

31 00 00 EARTHWORK

31 12 00 SELECTIVE CLEARING

#### SECTION 01 00 10 SUMMARY OF WORK

#### PART 1 GENERAL

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

Work will include:

- 1. RIB Cleaning and Rehabilitation consists of cleaning three (3) existing Rapid Infiltration Basins of various sizes. Existing vegetation to be removed entirely and sand/soils to be removed to a depth of two (2) feet from the Basins. Clean uncompacted Class II screened sand to be hauled in to fill basin back to approved depth as specified in plans. Existing basin side slopes to be increased from an approximate 2:1 to the proposed 3:1. The approximate dimensions of the basin's bottoms are as noted. Contractors verify all site conditions and dimensions prior to bidding.
  - a. RIB 1 40' x 68'
  - b. RIB 2 40' x 54'
  - c. RIB 3 36' x 55'

#### 1.02 CONTRACTS

All work will be awarded in one contract.

#### 1.03 ALTERNATES

No alternatives for this work are being requested.

#### 1.04 WORK BY OTHERS

No work by others is anticipated that will affect work under this project.

#### 1.05 FUTURE WORK

No future work is anticipated that will affect work under this project.

#### 1.06 WORK SEQUENCE

No special sequencing is required.

#### 1.07 COORDINATION

Coordinate all work with the OWNER to minimize any inconvenience.

#### 1.08 AVAILABILITY OF LANDS

All work will take place on property owned or controlled by the OWNER or within the public right-of-way.

#### 1.09 PRE-ORDERED ITEMS

No items have been pre-ordered for this project.

#### 1.10 OWNER FURNISHED ITEMS

No items are to be Owner furnished for this project.

#### 1.11 PROJECT IDENTIFICATION AND SIGNS

Project identification signs are required.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

#### **SECTION 01 20 00**

#### PRICE AND PAYMENT PROCEDURE

#### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Bid price includes all labor, tools, equipment, materials, transportation, and applicable fees, use tax, and sales tax necessary to complete the work in accordance with the Plans and Specifications.
- B. All measurement and payment will be based on completed work, ready for use, performed in strict accordance with the Plans and Specifications.
- C. Bid quantities listed in the Bid Schedule have been estimated and are only for the purpose of comparing, on a uniform basis, the Bids offered for the Work. Completed quantities for payment will be based on field measurements.
- D. Neither the Owner nor his agents shall be held responsible should any of the estimated quantities be found incorrect.
- E. Payment will be made only on items listed in the BID SCHEDULE. All other work not listed in the BID SCHEDULE shall be considered incidental to the performance of the Work.
- F. Owner reserves the right to delete any line item or quantity on the BID SCHEDULE.

#### 1.02 APPLICATION FOR PAYMENT

- A. Pay period: 30 days.
- B. Payment requests shall be submitted on the forms included in the Specifications.

#### 1.03 SUBMITTALS

A. Not used.

#### 1.04 ITEMS OF THE BID FORM

Measurement and Payment for the Pay Items listed on the Bid Schedule shall be as follows:

- A. Item No. 1 Mobilization
  - 1. Payment includes obtaining bond, preparatory work and operation, for the movement of personnel, equipment, supplies, and incidentals to the project site; establishment of a project office and other facilities needed to undertake the Work.
  - 2. Unit of measure: Lump Sum.
- B. Item No. 2 Rapid Infiltration Basin (RIB) Cleaning
  - Cleaning/Removal of approx. 2 feet of vegetation, sand/soils from each RIB according to
    project documents. Includes all labor, equipment, supplies, disposal, fees to remove
    vegetation and existing fill sand from each RIB as listed in the plans and specifications.
  - 2. Unit of Measure: Lump Sum
- C. Item No. 3 Rapid Infiltration Basin Restoration

- 1. Includes all labor, equipment, supplies, and materials remove vegetation and existing fill sand from each RIB as listed in the plans and specifications Restoration of RIBs as specified in plans.
- 2. Unit of Measure: Cubic Yards

#### **SECTION 31 00 00**

#### **EARTHWORK**

#### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section includes:
  - 1. Excavating, shaping, and grading surface
  - 2. Excavating and backfilling for pipe trenches
  - 3. Placing fill and embankments
  - 4. Salvaging and stockpiling select material
  - 5. Disposal of surplus or unsuitable material
  - 6. Other earthwork indicated on the plans for site modification or placement of structures.

#### B. Related Sections

01 20 00 PRICE AND PAYMENT PROCEDURE

#### 1.02 QUALITY ASSURANCES

#### A. Materials:

- 1. All materials used as fill or sub-base shall be approved by the Engineer.
- Determine gradation in accordance with ASTM C-136.
- 3. Determine percent loss by washing in accordance with ASTM C-117.

#### B. Compaction:

- 1. Determine maximum density using the Modified Proctor Method, ASTM D-1557.
- 2. Engineer may approve other field determinations of maximum density, such as Michigan Cone.
- 3. Field determination of in place density shall be by Nuclear Density Method, ASTM D-2922, or other approved method.
- C. Except as modified by this Section, perform earthwork in accordance with Division 2, MDOT Standard Specifications.

#### 1.03 SITE CONDITIONS

#### A. Soil Borings

No soil borings were conducted for this project.

#### 1.04 UNIT PRICES

All work under this Section shall be considered as incidental to construction, unless specifically indicated on and referred to in Section 01 20 00 - PRICE AND PAYMENT PROCEDURE.

#### 1.05 REFERENCED STANDARDS

Unless otherwise specified, the work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society for Testing and Materials

MDOT - Michigan Department of Transportation

OSHA - Occupational Health and Safety Association

#### 2.01 MATERIALS

#### A. General:

- 1. All fill material shall be approved by the Engineer prior to placement.
- 2. Fill material shall be free from clay, organic matter, roots, debris, and frozen soil.
- 3. Obtain fill material from an off-site source.
- 4. Provide Testing Laboratory with access to material source.

#### B. Class II and III backfill:

Granular material meeting requirements of Section 902 of the MDOT Standard Specifications for construction.

#### C. Pipe Bedding:

Granular material meeting requirements of ASTM D2321

#### D. Topsoil:

Dark brown or black loam, clay loam, or sandy loam, of a fertile, humus soil origin.

#### PART 3 EXECUTION

#### 3.01 DUST CONTROL

- A. Control dust at the work area at all times to prevent dust from becoming a nuisance to the public, neighbors, or the work of others on the site.
- B. Provide moisture or otherwise treat surfaces to control dust.

#### 3.02 TOPSOIL

#### A. Removal:

- 1. Remove all topsoil from areas to be occupied by structures, improved surfaces, or where new grades are to be established.
- 2. Stockpile topsoil for future use in finish grading at a site approved by the Engineer.

#### B. Application:

- 1. Provide topsoil over all disturbed areas not occupied by structures or improved surfaces.
- Spread the stockpiled topsoil over the prepared rough grade to a minimum depth of 4 inches.
- 3. Provide additional topsoil as required to complete the work.
- 4. Finish grade, and rake the topsoil to remove all stones, sticks, roots, and debris in preparation for seeding.
- 5. Excess topsoil may be used for fill in non critical areas.

#### 3.03 EXCAVATING-GENERAL

- A. Excavate to the lines and grades shown on the plans.
- B. Provide safe excavation slopes in accordance with OSHA Regulation 54 FR 45894.
- C. Protect excavation bottoms from frost.
- D. Dispose of excess excavated material off site or on site at a location approved by the Engineer.
- E. Provide dewatering in accordance with the section stated in 1.01 (B) of this specification. If applicable.

F. Enlarge excavations laterally to provide adequate room for construction or provide shoring and bracing in accordance with the section stated in 1.01 (B) of this specification, as necessary.

#### E. Pipe protection:

- 1. Mound and compact additional granular backfill over pipe, if required, to provide a minimum cover depth of 3 feet to protect pipe while construction equipment is operating on site.
- 2. Remove additional backfill when grading to achieve finished grade.
- 3.04 EXCAVATING, BACKFILLING, AND COMPACTING FOR STRUCTURES
  - A. Not Used
- 3.05 EXCAVATING, BACKFILLING, AND COMPACTING FOR ROAD SUBGRADE, PAVED SURFACES AND APPURTENANCES
  - A. Not Used
- 3.06 EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES
  - A. Not Used
- 3.07 CONTROLLED FILLS AND EMBANKMENTS

#### A. General:

- All filling under or within a 1:1 slope from the outer edge of buildings, structures, or improved surfaces shall be controlled fill.
- 2. Material: Class II granular material, unless otherwise specified by the Engineer.
- B. Placing fill:
  - 1. Remove topsoil roots and stumps to a depth of 12 inches prior to prior to placing fill.
  - 2. Compact existing ground to 95% Modified Proctor density prior to placing fill.
  - 3. Spread fill in uniform layers not exceeding 9 inches and compact to 95% Modified Proctor density.

#### C. Compaction:

- 1. Compacting equipment shall be heavy duty, rolling drum, vibrating type.
- 2. Use pneumatic tire rollers in predominantly granular soils.
- 3. Use sheepsfoot type roller in predominantly clay soils.
- 4. Use hand operated vibrating sled for compaction around structures.
- 5. Other methods of producing equivalent results will be allowed when approved by the Engineer.
- Density in areas under or adjacent to structures or improved surfaces shall be to 95% Modified Proctor density.
- 7. Density in other locations shall be to 90% Modified Proctor density.
- D. Moisture:

If material is too wet or dry for satisfactory compaction, adjust moisture content as required.

#### 3.08 GRADING

- A. Conform to lines, contours, and spot elevations shown on the plans.
- B. Perform finish grading on ground surfaces to an accuracy of plus or minus 0.1 feet.

C. Perform finish grading on improved surfaces to an accuracy of plus or minus 0.05 feet.

#### **SECTION 31 12 00**

#### SELECTIVE CLEARING

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Provide all the labor, tools and equipment necessary for the removal, demolition, and disposal of the following items. Contractor to coordinate with Owner on what items will be salvaged:
  - 1. Existing Vegetation and Topsoil
  - 2. Existing Sand/Excavated Soils
- Related Sections
   Section 01 20 00 PRICE AND PAYMENT PROCEDURE

#### 1.04 UNIT PRICES

Refer to Section 01 20 00 - PRICE AND PAYMENT PROCEDURE.

PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Coordinate the work in this section with the Owner. The demolition work must be staged to meet the Contractor's construction schedule and the requirements that the Owner must be able to continue to operation of one (1) Rapid Infiltration Basin throughout the construction activities.
- B. Demolition of an item requires proper onsite storage, proper transportation on and off site and proper disposal in a legal manner off site, at the Contractor's expense.
- B. Salvage of an item means that the Contractor shall make a normal effort to remove the item in usable condition and stockpile the item for removal by the Owner. The Contractor shall be responsible for moving all salvage items to an area accessible by a stake truck, and loading the items on the truck. The Owner will furnish the truck and the driver within 2 working days of when requested.
- C. Items to be salvaged for re-use are currently working properly and must work in a similar fashion, if the item is to be re-used in another location. If after the item is removed and moved to the next location and does not work as it did prior to being removed, the contractor will be responsible for getting the equipment operational at his own expense and at the satisfactory approval of the Engineer. If the salvaged/moved equipment cannot be fixed and put into satisfactory operation, the contractor shall replace the equipment with new at the approval of the Engineer.

#### 3.02 DEMOLITION

- A. Soil, Sand, and RIPRAP:
  - 1. Remove sand/soils as shown in plans and specifications
  - 2. Stockpile excess soil, sand, and riprap in location designated by Owner/Engineer.

### Appendix A

Proposed RIB Cleaning/Restoration Plans

