

Contract Documents and Technical Specifications
Water Storage Tank Improvements

Little Traverse Bay Bands of Odawa Indians

7500 Odawa Circle

Harbor Springs, Michigan 49740

November 4, 2024

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*Must be submitted with BID

ADVERTISEMENT FOR BIDS
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
HARBOR SPRINGS, MICHIGAN
WATER STORAGE TANK IMPROVEMENTS

General Notice

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

Water Storage Tank Improvements

Bids for the construction of the Project will be received at the Little Traverse Bay Bands of Odawa Indians Headquarters, Attention: Mandy Szocinski. Hard copies can be sent to 7500 Odawa Cir, Harbor Springs, MI 49740. Electronic bids may be sent by email to Mandy Szocinski at MSzocinski@LTBBODAWA-NSN.GOV. Bids will be received until Tuesday November 26, 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:

Furnishing all labor, materials, and equipment needed to install one 6-inch hydrant assembly according to the plans and specifications.

Furnishing all labor, materials, and equipment needed to provide and operable mud valve according to the plans and specifications.

Bids are requested for the following Contract: Water Storage Tank Improvements

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 recommended to register with Daugherty A. Johnson DAJohnson@LTBBODAWA-NSN.GOV as a plan holder. The designated website will be updated periodically with addenda, 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 DAJohnson@LTBBODAWA-NSN.GOV 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: November 4, 2024

Little Traverse Bay Bands of Odawa Indians - Water Storage Tank Improvements - Bid Schedule

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1		
2	6-inch Hydrants Assembly	EA	1		
3	Mud Valve	LS	1		
				TOTAL	<u> </u>

INDEPENDENT CONTRACTING AGREEMENT

Parties

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

SERVICES AND PAYMENT

3. **Services.** The Contractor shall provide the following services for the LTBB Water Storage Tank Improvements 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 standards.

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, water system operators, and project Engineers to coordinate and gain access to the water tank.
- Contractor shall be substantially complete with work by June 30, 2025 and final completion of the project by July 11, 2025.
- Furnishing all labor, materials, and equipment needed to install one 6-inch hydrant assembly according to the plans and specifications.
- Furnishing all labor, materials, and equipment needed to provide and operable mud valve according to the 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.

4. **Payment.** LTBB will pay the Contractor up to a total of, and not to exceed \$ _____ which includes all expenses required for completing the contract objectives. The Contractor shall submit invoices to the LTBB Accounting Department located at 7500 Odawa Circle, Harbor Springs, Michigan 49740.
5. **Term.** This Agreement shall begin on _____ and shall terminate on **July 11, 2025** 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. **Independent Contractor.** 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. **Additional Contractual Requirements.** 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. **Insurance.** 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. **Davis Bacon and Related Acts (DBRA).** DBRA are administered by the Wage and Hour Division. Contractors and subcontractors performing on federally funded or assisted contracts in, in excess of \$2,000.00 for the construction, alteration or repairs are required to pay their laborers not less than the prevailing wage rates and fringe benefits as determined by Department of Labor (DOL) and listed on the web site (www.dol.gov) under the Wage and Hour Division (WHD) for corresponding classes of laborers employed on similar project in the area and are listed in this contract (Addendum A i.e. **MI20240009 1/06/2024** "Davis-Bacon Wage Determination"). Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the DOL or with a state apprenticeship agency recognized by the DOL. Trainees may be employed at less than predetermined rates if they are in a training program certified by the DOL. Contractors and subcontractors on prime contracts in excess \$100,000.00 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered Contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to LTBB, the contracting agency, to the LTBB Accounting Office or designee (form wh347). (40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7)
13. **Disputes.** 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.
14. **Confidentiality.** 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.
15. **Funding Requirements.** Contractor acknowledges notification that this project is 100% funded through the American Rescue Plan Act grant and may require special terms, conditions, and reporting requirements.

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.

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

Date

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

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TECHNICAL SPECIFICATIONS**

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01 45 29	TESTING PROCEDURES

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

Work will include:

- a. Furnishing all labor, materials, and equipment needed to install one 6-inch hydrant assembly according to the plans and specifications.
- b. Furnishing all labor, materials, and equipment needed to provide and operable mud valve according to the plans and specifications.

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

Coordinate mud valve replacement and tank hydrant installation timing with tank inspection or tank painting projects.

1.05 FUTURE WORK

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

1.06 WORK SEQUENCE

Contractor to provide detailed schedule to complete the work.

1.07 COORDINATION

Coordinate all work with the OWNER to properly schedule sequence and maintain operation.

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

None.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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; and facilities needed to undertake the Work.
 - 2. Unit of measure: Lump Sum.
- B. Item No. 2 6-inch Hydrant Assembly
 - 1. Payment includes installation of hydrant including snow barrel, shut off valve (tapping sleeve and valve), valve box with lid, tee, piping from main to hydrant, and pipe restraints as shown on plans, restoration.
 - 2. Unit of measure: Each hydrant assembly installed.
- C. Item No. 3 Mud Valve
 - 1. Payment includes labor and materials required to provide a functional mud valve.
 - 2. Unit of Measure: Lump Sum

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 CONSTRUCTION SCHEDULE

- A. Preparation:
 - 1. Prepare in the form of a horizontal bar chart, CPM network, or other form previously approved by the Engineer.
 - 2. Provide a separate horizontal bar column or path for each trade or operation.
 - 3. Prepare the schedule in the chronological order of the beginning of each item of work.
 - 4. Allow space for updating.
 - 5. The schedule sheets shall be 11" x 17" unless otherwise approved by the Engineer.
- B. Content of schedule:
 - 1. Provide a complete sequence of construction by activity.
 - 2. For Shop Drawings, project data, and samples show the following:
 - a. Submittal dates.
 - b. Dates review copies will be required.
 - 3. Show product procurement and delivery dates.
 - 4. Show dates for beginning and completion of each element of construction.
 - 5. Show projected percentage of completion for each item of work as of the first day of each month.
- C. Updating Schedule:
 - 1. Show all changes occurring since previous submission of the updated schedule.
 - 2. Indicate progress of each activity and show completion dates.
 - 3. Other items required in schedule updates are:
 - a. Major changes in scope.
 - b. Activities modified since previous updating.
 - c. Revised projections due to changes
 - d. Other identifiable changes.
- D. Submittals:
 - 1. Submit initial schedule within 15 days after receipt of a Notice to Proceed.
 - 2. Submit updated schedules accurately depicting progress to the first day of each month.
 - 3. Progress schedules shall be included with the Contractor's monthly application for payment

1.02 APPLICATION FOR PAYMENT

- A. Preparation:
 - 1. Applications for payment to be submitted in accordance with Article 15 of the General Conditions.
 - 2. Application for payment shall be made on forms provided by or approved by the Engineer.
- B. Schedule of Values:
 - 1. Contractor shall submit a schedule of values for all lump sum items in the Bid Schedule.
 - 2. A preliminary schedule of values shall be submitted to the Engineer for review and approval prior to the pre-construction meeting.
 - 3. Schedule of values will be used only as the basis for the Contractor's application for

payment.

C. Submittals

1. Contractor shall submit electronic copies to the Engineer for review.
2. Application for payment shall be submitted to the Engineer as agreed to at the pre-construction meeting.

1.03 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. General:

1. Provide shop drawings in accordance with Article 7 of the General Conditions.
2. Shop Drawings are to be scaled drawings large enough to show all pertinent features of the item and its method of connection to the Work.
3. Literature from manufacturers that includes data not pertinent to this submittal, shall be clearly marked to indicate which portion of the contents is being submitted for the Engineer's review.
4. Samples shall illustrate materials, equipment, or workmanship and establish standards by which completed work is judged.
5. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.
6. Manufacturers must submit the certification of compliance with AIS (RUS Bulletin 1726, Exhibit A, Attachment 5) found in the bid documents, with shop drawings.

B. Submittals:

1. Submit the shop drawings electronically via an electronic shared folder set up by Engineer. When not possible to submit drawings electronically, submit the number of copies that the Contractor requires to be returned, plus two copies that will be retained by the Engineer.
2. All submittals are to be accompanied with a transmittal form that will be provided by or approved by the Engineer.
3. Contractor to thoroughly check Shop Drawings for compliance with the Contract Documents and verify field dimensions and construction criteria:
 - a. Indicate approval by stamping "Approved", with Contractors signature and date on all copies submitted.
 - b. Shop Drawings submitted without stamped approval of the Contractor will be returned without review.
4. Clearly indicate all deviations in the Shop Drawings from the requirements in the Contract Documents.
5. Make submittals in groups containing all associated items.
6. Provide submittals in advance of scheduled dates of installation to allow time for Engineer review, possible revision, and re-submittal; and for placing orders and securing delivery.
7. Allow 15 working days for Engineer review after receipt of submittal.
8. Cost of delays caused by late submittals shall be the responsibility of the Contractor.

C. Review of submittals:

1. Submittals will be returned marked with Engineer's review comments.
2. Rejected submittals shall be revised by the Contractor and resubmitted.
3. Engineer's checking of Shop Drawings does not relieve the Contractor of responsibility for errors or omissions.

1.04 OPERATION AND MAINTENANCE MANUALS

A. General:

1. Manuals shall be in durable plastic binders approximately 8½ " x 11" in size with at least

the following:

- a. Identification on or readable through, the front cover stating general nature of the manual;
 - b. Neatly typewritten index near the front of the manual;
 - c. Complete instructions regarding operation and maintenance of all equipment involved;
 - d. Complete nomenclature of all replaceable parts, their part numbers, and name and address of nearest vendor of parts;
 - e. Copies of all guarantees and warranties issued;
 - f. Copy of the approved Shop Drawing and all data concerning all changes made during construction.
2. Manuals that include manufacturer's catalog pages shall clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturers' data with which this installation is not concerned.
 3. One Electronic Manual on a compact disc or USB thumb drive, clearly labeled, shall be submitted.
- B. Submittals:
1. Provide three (2) paper copies and one (1) electronic copy of the manual to the Engineer unless indicated otherwise in pertinent Sections.
 2. Submit operation and maintenance manuals prior to initial equipment startup.

PART 2 PRODUCT - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes, testing required by the Owner to determine that materials and methods provided for the Work meet the specified requirements. Testing includes, but is not limited to:
 - 1. Bituminous pavement.
 - 2. Concrete.
 - 3. Soil Gradation.
 - 4. Welding.
 - 5. Pressure testing.
 - 6. Density Testing.

1.02 UNIT PRICES

- A. The Contractor will be responsible for providing and paying for all testing procedures as described in the contract unless specified in this section.
- B. The Contractor will be responsible for selecting proper testing laboratories subject to Engineer's approval.
- C. Inspections and testing performed exclusively for the Contractors convenience will be paid for by the Contractor.
- D. The Owner will select the testing laboratories and pay for the following tests/inspections:
 - 1. Density testing
 - 2. Density and extraction testing of asphalt
 - 3. Grading of subbase and aggregate base
 - 4. Concrete testing

1.03 QUALITY ASSURANCE

- A. Testing shall be in accordance with all pertinent codes, regulations, procedures, and requirements of the ASTM and other appropriate agencies.

PART 2 PRODUCTS -Not Used

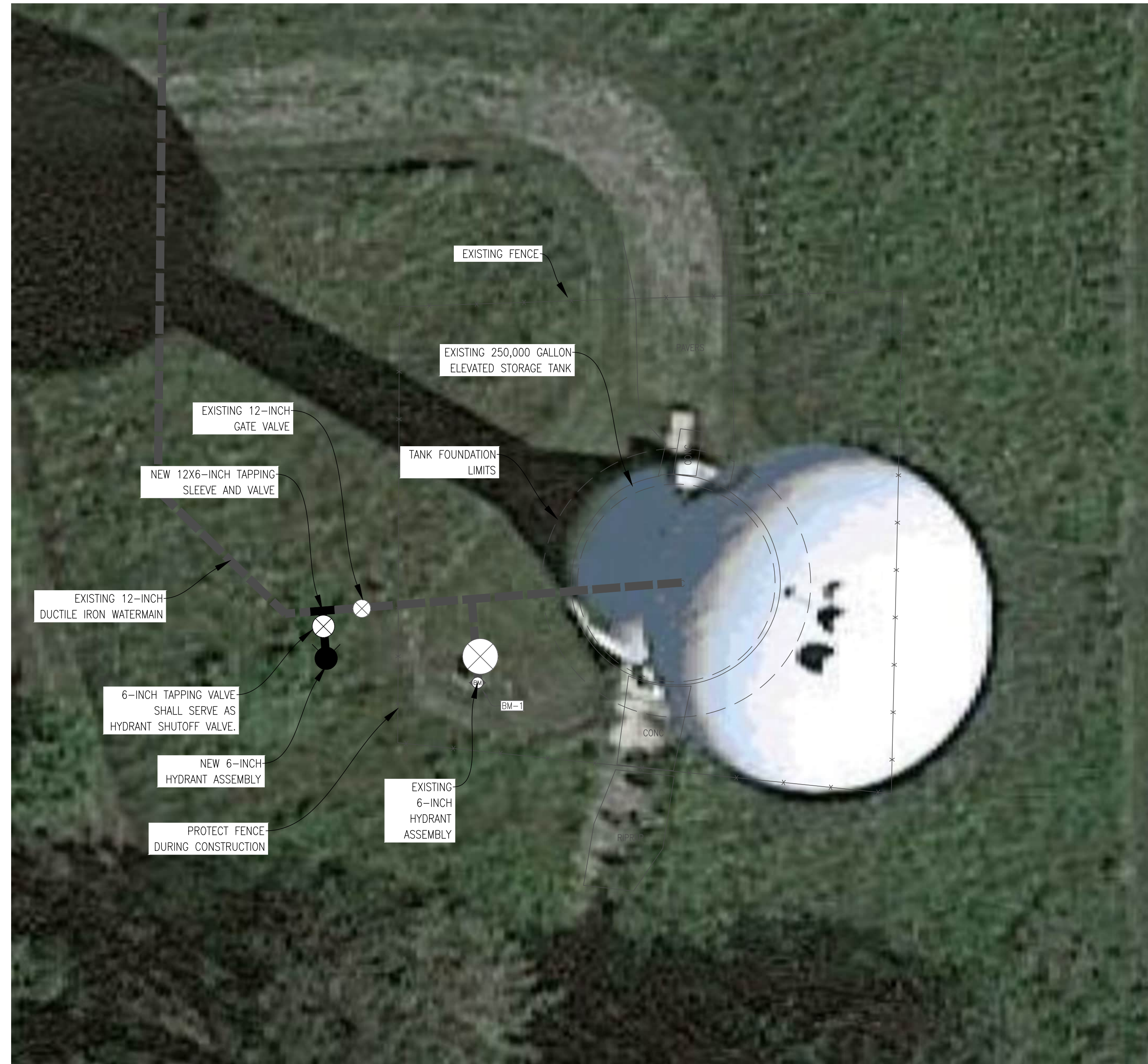
PART 3 EXECUTION

3.01 PROCEDURE

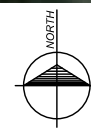
- A. Provide representatives of the testing laboratory with access to the Work at all times.
- B. Coordinate the Work with the testing required. Provide a minimum of 24 hours notice to the testing laboratory prior to the need of testing.
- C. Furnish all material required for sampling. The testing laboratory will obtain all specimens and samples required for testing. The testing laboratory will be responsible for transporting samples to the laboratory.
- D. The testing laboratory will furnish one copy of lab report to the Engineer. The Contractor can request a copy from the Engineer.

END OF SECTION

APPENDIX A
TANK IMPROVEMENT PLANS

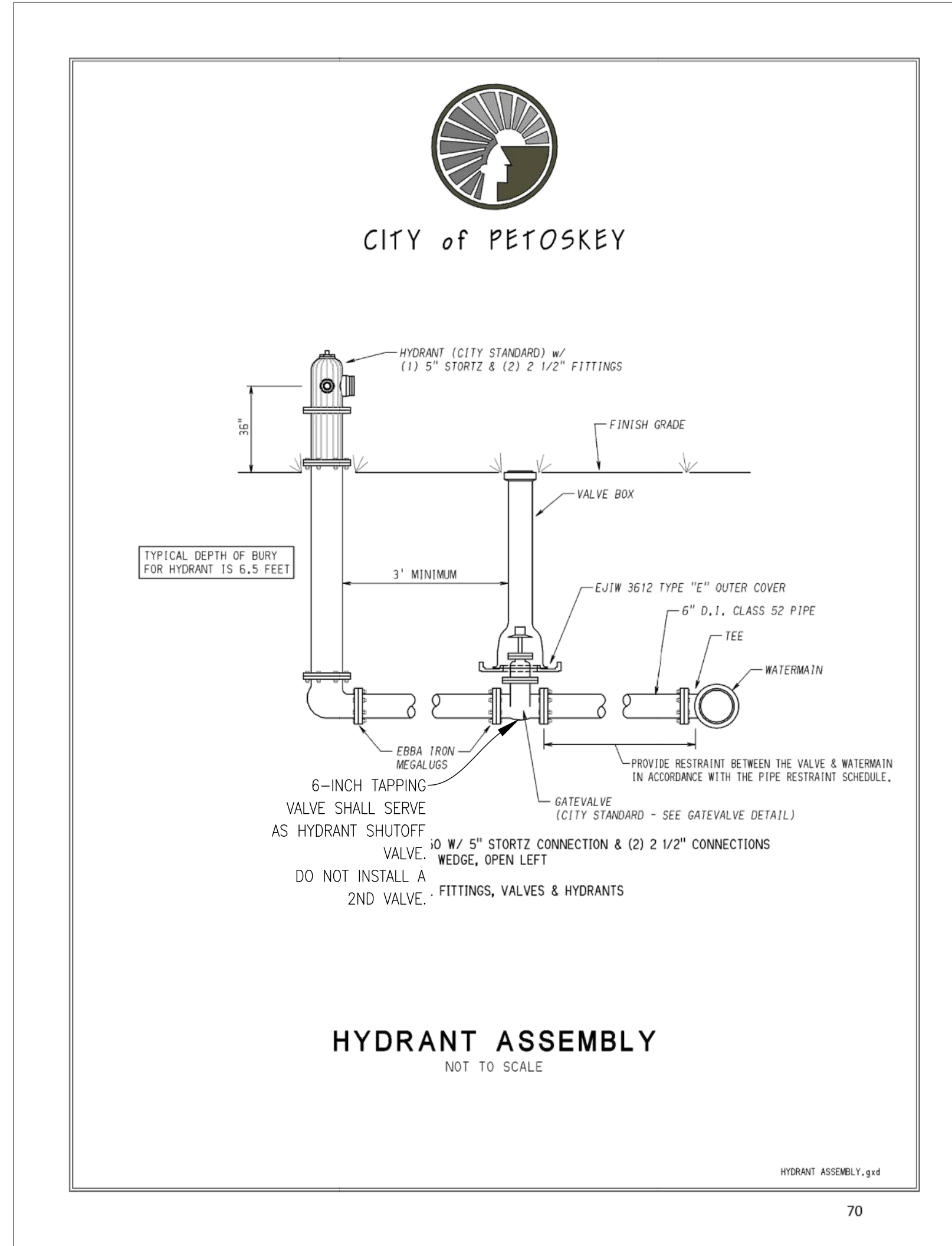


ELEVATED WATER STORAGE TANK SITE PLAN
1" = 10'



NOTES

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING.
2. CONTRACTOR TO COORDINATE ALL WORK WITH OWNER AND ENGINEER.
3. TAPPING SLEEVE AND VALVE SHALL BE A MINIMUM OF 18 INCHES AWAY FROM ANY VALVE, FITTING, BELL, COUPLING, OR OTHER OBSTRUCTION.
4. HYDRANT SHALL BE STANDARD CITY OF PETOSKEY HYDRANT AND INSTALLED ACCORDING TO THE CURRENT CITY OF PETOSKEY STANDARD SPECIFICATIONS SECTION 02660 - WATER SUPPLY AND DISTRIBUTION.
5. MATERIALS USED SHALL MEET THE BUILD AMERICA, BY AMERICA (BABA) ACT AND THE AMERICAN IRON AND STEEL (AIS) ACT.
6. DISINFECTION HYDRANT, PIPE, AND VALVE ACCORDING TO THE LATEST AWWA C651 FINAL CONNECTION PROCEDURES.
7. RESTORE DISTURBED AREAS ACCORDING TO THE CURRENT CITY OF PETOSKEY LAWN RESTORATION SPECIFICATION.



No.	Date	Revision	By
8/20/2024			

**HYDRANT AND MUDVLAVE
WATER STORAGE TANK IMPROVEMENTS
LTBB OF ODAWA INDIANS**

Date Issued:	PRELIMINARY
Date Surveyed:	8/20/2024
Designed By:	TNK
Drawn By:	TNK
Checked By:	GLW
Scale:	AS NOTED
Original sheet size is 22x34	
Location:	SECTION 12 T 34 N, R 08 W RESORT TOWNSHIP EMMET COUNTY, MI ####
Project Number:	240217
Sheet:	1



THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN. THE CONTRACTOR SHALL NOTIFY "MISS DIG" AT 1 (800) 482-7171 OR 811 THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

No.	Revision	By
8/20/2024		

**MUD VALVE
 WATER STORAGE TANK IMPROVEMENTS
 LTBB OF ODAWA INDIANS**

Date Issued: PRELIMINARY
 Date Surveyed: 8/20/2024
 Designed By: TNK
 Drawn By: TNK
 Checked By: GLW
 Scale: AS NOTED

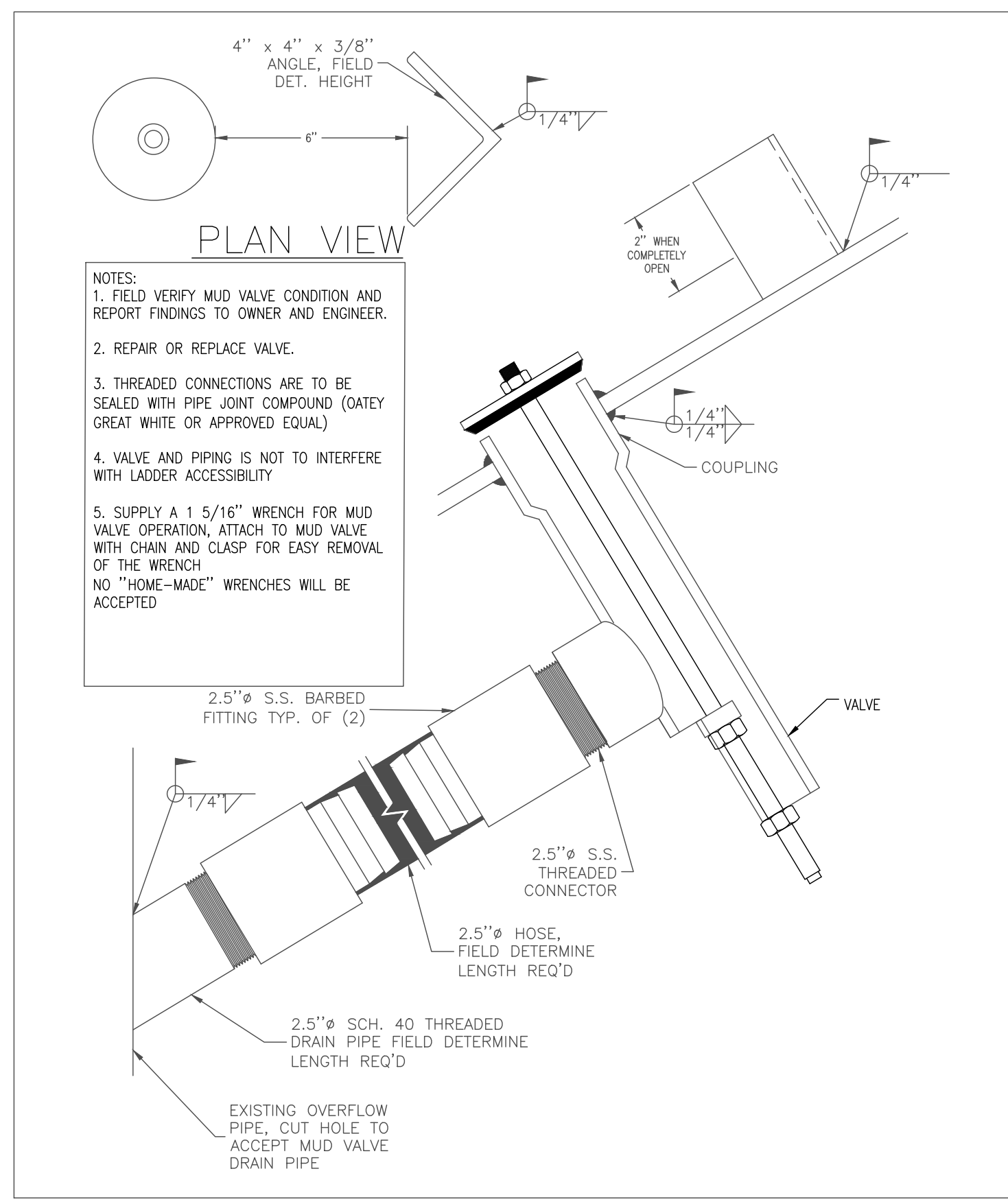
Original sheet size is 22x34
 Location: SECTION 12
 T 34 N, R 06 W
 RESORT TOWNSHIP
 EMMET COUNTY, MI
 ####

Project Number: 240217

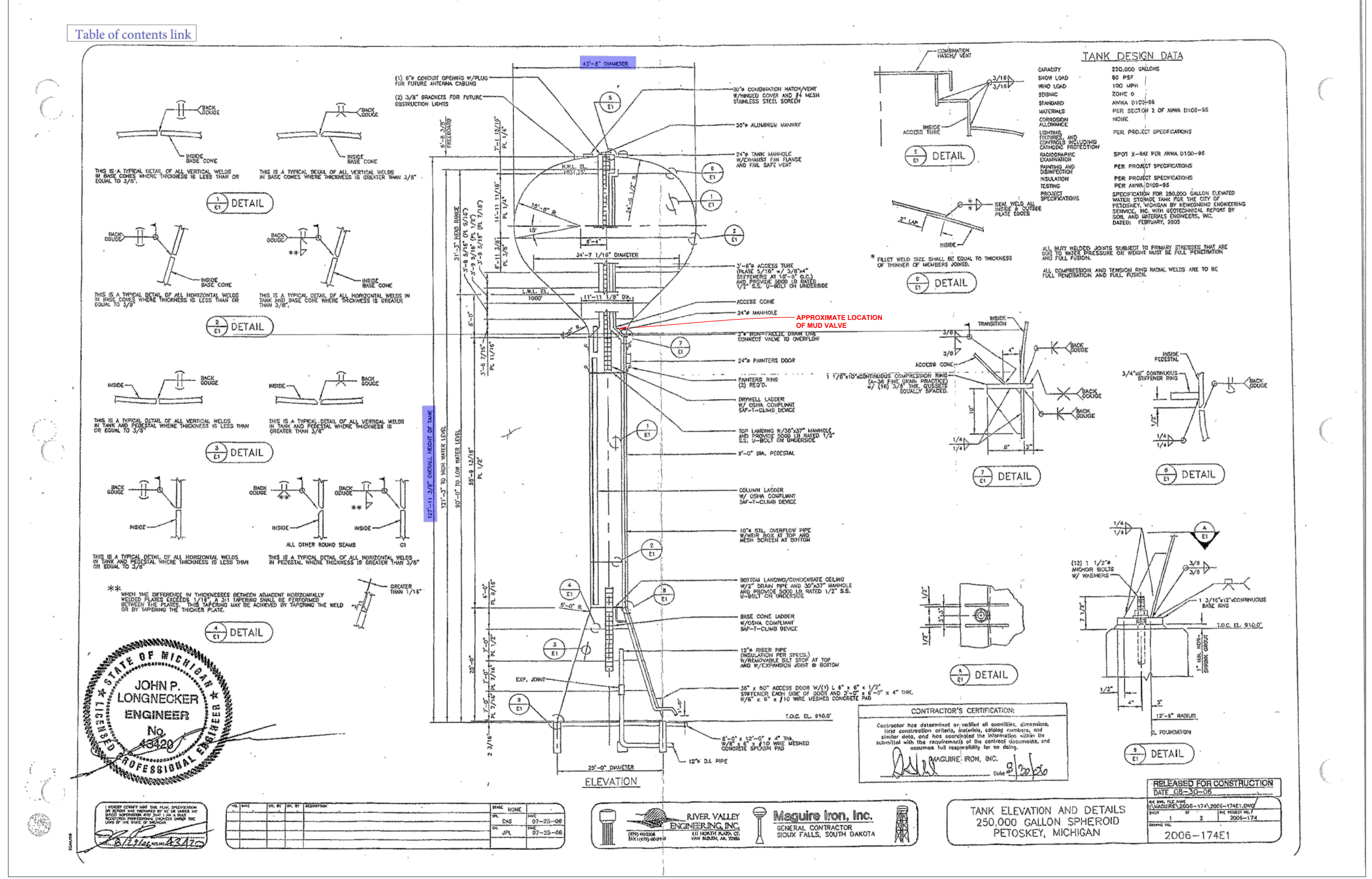
Sheet: **2**



THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN. THE CONTRACTOR SHALL NOTIFY "MISS DIG" AT 1 (800) 482-7171 OR 811 THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.



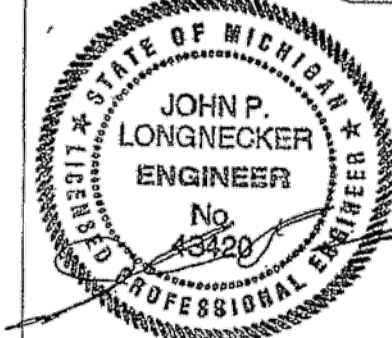
- NOTES**
- CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING.
 - CONTRACTORS TO COMPLY WITH ALL OSHA SAFETY REQUIREMENTS WHEN WORKING AT HEIGHT.
 - CONTRACTOR TO COORDINATE ALL WORK WITH OWNER AND ENGINEER.
 - MUD VALVE REPAIRS, REPLACEMENT, OR MODIFICATION TO BE COMPLETED DURING TANK INSPECTION OR TANK PAINTING PROJECTS.
 - MATERIALS USED SHALL MEET THE BUILD AMERICA, BY AMERICA (BABA) ACT AND THE AMERICAN IRON AND STEEL (AIS) ACT.



ELEVATED WATER STORAGE TANK SECTION
 NOT TO SCALE

TYPICAL MUD VALVE INSTALLATION
 NOT TO SCALE

Table of contents link



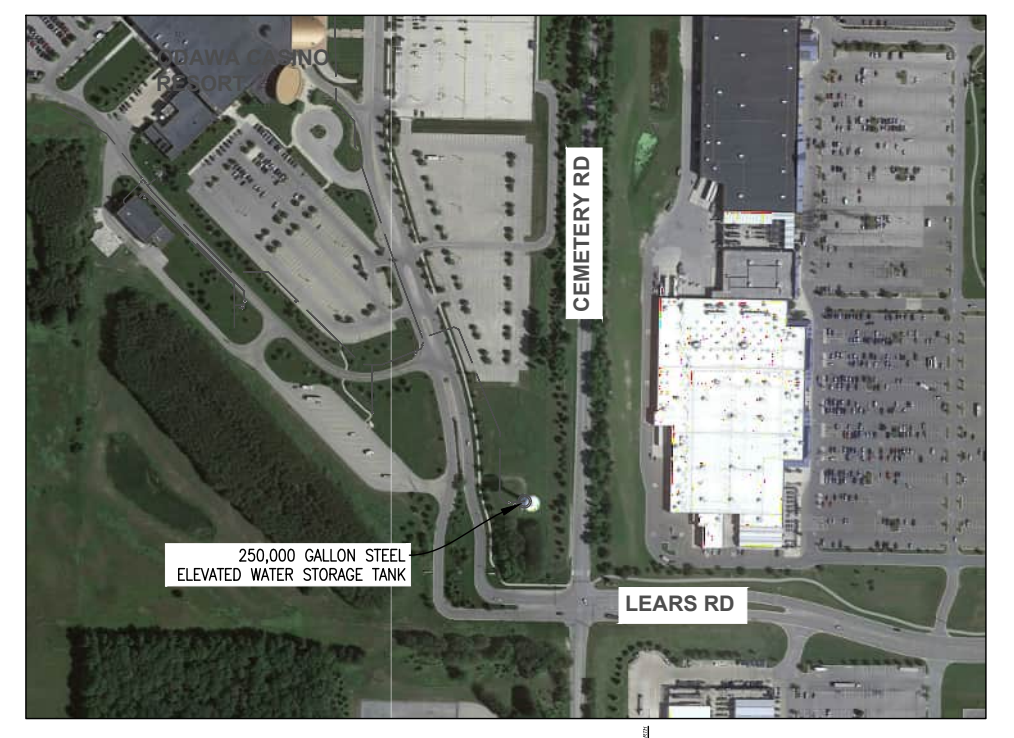
DATE	BY	REVISION
07-25-08	END	
07-25-08	JPL	

RIVER VALLEY ENGINEERING, INC.
 GENERAL CONTRACTOR
 SIOUX FALLS, SOUTH DAKOTA

Maguire Iron, Inc.
 GENERAL CONTRACTOR
 SIOUX FALLS, SOUTH DAKOTA

TANK ELEVATION AND DETAILS
 250,000 GALLON SPHEROID
 PETOSKEY, MICHIGAN

RELEASED FOR CONSTRUCTION
 DATE 08-30-08
 2006-174E1



LOCATION PLAN
 SCALE 1"=50'

APPENDIX B
WAGE DETERMINATION

"General Decision Number: MI20240035 10/11/2024

Superseded General Decision Number: MI20230035

State: Michigan

Construction Type: Heavy

County: Emmet County in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

1	07/05/2024
2	07/12/2024
3	08/16/2024
4	10/11/2024

CARP0202-003 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.61	20.92

ELEC0498-011 06/01/2024

Excluding the township of Wawatan

	Rates	Fringes
ELECTRICIAN.....	\$ 36.62	36.6%+9.65

ELEC0692-022 06/01/2023

Township of Wawatan

	Rates	Fringes
ELECTRICIAN.....	\$ 33.72	38.03%+9.93

* ENGI0325-026 09/01/2024

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.48	25.25
GROUP 2.....	\$ 38.75	25.25
GROUP 3.....	\$ 38.02	25.25
GROUP 4.....	\$ 37.45	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Boring Machine, Crane, Scraper, Trencher (over 8 ft. digging capacity)
- GROUP 2: Trencher (8-ft digging capacity and smaller)
- GROUP 3: Boom Truck (non-swinging, non- powered type boom)
- GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-017 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.28	25.25
Group 2.....	\$ 43.93	25.25
Group 3.....	\$ 41.28	25.25
Group 4.....	\$ 39.57	25.25
Group 5.....	\$ 31.23	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Compactor; Crane; Scraper

GROUP 4: Boom truck (non-swinging)

GROUP 5: Oiler

IRON0025-011 06/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 35.00	33.14
IRONWORKER (STRUCTURAL).....	\$ 35.55	33.14

LAB00334-003 09/01/2022

SCOPE OF WORK:

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

	Rates	Fringes
LABORER (4) Grade Checker.....	\$ 22.73	12.95

PLAS0016-033 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	23.10	12.38

TEAM0007-010 06/01/2024

	Rates	Fringes
TRUCK DRIVER Lowboy/Semi-Trailer Truck...\$	32.55	.75 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

* SUMI2010-033 11/09/2010

	Rates	Fringes
LABORER: Common or General.....	\$ 13.13 **	6.75
LABORER: Landscape.....	\$ 10.89 **	1.74
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.97 **	3.51
LABORER: Pipelayer.....	\$ 15.28 **	3.99
OPERATOR: Backhoe/Excavator.....	\$ 14.24 **	8.11
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98 **	6.12
OPERATOR: Bulldozer.....	\$ 16.17 **	9.51
OPERATOR: Grader/Blade.....	\$ 15.50 **	3.62
OPERATOR: Roller.....	\$ 13.74 **	7.93
OPERATOR: Loader.....	\$ 13.26 **	8.36
PLUMBER.....	\$ 17.53	4.17
TRUCK DRIVER: Dump Truck.....	\$ 12.63 **	1.25

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"