



Village of Ahmeek
P. O. Box 239
Ahmeek, Michigan 49901
Incorporated 1909



Susan Gherna
President

Frank Spagnotti
President Pro Tempore
Trustee

Vacant
Clerk

Coreen Balbough
Treasurer

Michael Defina
Chief Administrative Officer
Grants Administrator
Real Estate Manager
Trustee

Dave Maki
Public Works Director
Trustee

Charlene Strzyzkowski
Trustee

CONTRACT DOCUMENTS

Issued for Bidding

**Hubbell Street & Wright Street Reconstruction
Village of Ahmeek, Keweenaw County, Michigan**

Category B Grant Contract 26-5088

July 12, 2026

Prepared By Copper Country Consultants

Village of Ahmeek (Owner) is requesting bids for the construction of the following Project:

Hubbell & Wright Streets Reconstruction

Bids for the construction of the project will be received via email, delivered to AhmeekVillage@gmail.com. until August 2nd, 2026 at 5:00 pm. Bids will be reviewed by the Village of Ahmeek Project Manager and the Village Council on August 10th, 2026. Bidders will be notified of the award status no later than three days following proposal review.

Any questions regarding this solicitation may be directed to AhmeekVillage@gmail.com

The project includes the following work for complete roadway reconstruction:

Hubbell Street From Vivian Street To Duncan Street
533' x 34' Roadway

Wright Street From Bollman Street To Parnell Street
450' x 24' Roadway

Bids shall include all aspects of project completion, to include but not limited to, mobilization, HMA removal, excavation, geotextile installation, subbase installation, aggregate base installation, bituminous pavement,
2' wide shoulder installation, traffic control, signage, safety precautions

Pre-bid Conference

A pre-bid conference will not be conducted for this Project.

Instructions to Bidders:

For all further requirements regarding bid submittal, qualifications, procedure, and contract award, refer to the Instructions to bidders that are included within this Bidding Document.

This advertisement is issued by:

Owner: Village of Ahmeek
By: Michael Defina
Title: Chief Administrative Officer & Grants Administrator
Date: June 30, 2026

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

ARTICLE 1—BIDDING DOCUMENTS

Owner has established a Bidding Documents section on its website as indicated in the Advertisement or invitation to bid. Bidders may rely on the fact that the Bidding Documents on the website are complete. Bidders will receive notice of any Addenda issued.

ARTICLE 2—QUALIFICATIONS OF BIDDERS

To demonstrate bidder's qualifications to perform the work, bidders must submit the following information to the Owner with their proposal :

A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

Bidder's state or other contractor license number.

A Bidder's failure to submit required qualification information within the times indicated may disqualify the bidder from receiving an award of the contract.

No requirement in this article to submit information will prejudice the right of Owner to seek additional pertinent information regarding bidder's qualifications.

ARTICLE 3—SITES AND OTHER AREAS; EXISTING SITES CONDITIONS; EXAMINATION OF SITES; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITES

The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

Site visit and testing by bidders:

Bidder is required to visit the sites and conduct a thorough visual examination of the sites and adjacent areas. During the visit, the bidder must not disturb any ongoing operations or traffic flow at the sites.

Bidder must comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits and comply with all terms and conditions established by Owner or by property owners or other entities controlling the sites with respect to schedule, access, existing operations, security, liability insurance and applicable safety programs. Bidder must fill all holes and clean up and restore the sites to their former condition upon completion of such explorations, investigations, tests, and studies.

Owner's Safety Program

Site visits shall be conducted regularly by the Owner's Project Manager to ensure the safety of all operations.

ARTICLE 4—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

Express Representations and Certifications in Bid Form, Agreement

The Bid Form that each bidder will submit contains express representations regarding the bidder's examination

of project documentation, sites visit and preparation of the bid; and certifications regarding lack of collusion or fraud in connection with the bid. Bidder should review these representations and certifications and assure that the bidder can make the representations and certifications in good faith, before executing and submitting its bid. The bidder that is awarded the contract, shall make similar express representations and certifications when it executes the Agreement.

ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Sites conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
5. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder’s Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more

Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 6—INSURANCE

6.01 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. *Automobile Liability*

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$3,000,000 or \$1,000,000 plus an additional \$2,000,000 umbrella coverage (\$7,000,000 total)

d. Excess or Umbrella Liability

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

1. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial

general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Sites, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

Bidder shall submit all questions regarding the meaning or intent of the Bidding Documents to the Village of Ahmeek Project Manager via email. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by addenda and delivered via email to all bidders. Questions received less than three days prior to the date for closing of bids may not be answered. Only responses set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract.

ARTICLE 8—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

8.01 Bidders shall submit as part of their bid, a list of expected subcontractors and suppliers proposed for the work.

8.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor or supplier. If the Owner or Project Manager, after due investigation, has reasonable objection to any proposed subcontractor or supplier, The owner may, before the Notice of Award is provided, request the bidder to submit an acceptable substitute, in which case the bidder will submit a substitute and the bid price will be increased (or decreased) by the difference in cost as a result of such substitution, and the owner may consider such price adjustment in evaluating bids and making the contract award.

8.03 If the apparent successful bidder declines to make any such substitution, the owner may award the contract to another bidder that proposes to use acceptable subcontractors and suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any subcontractor or supplier, so listed and against which the Owner or Project Manager makes no written objection prior to the giving of the notice of award, shall be deemed acceptable.

ARTICLE 9—PREPARATION OF BID

9.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A bid price must be indicated for each section, bid item, alternate, adjustment unit price

item and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and bidder elects to not furnish pricing for such optional alternate item, then the bidder may enter the words “No Bid” or “Not Applicable.”

9.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary. The corporate address and state of incorporation must be shown.

9.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

9.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

9.05 A Bid by an individual must show the Bidder’s name and official address.

9.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

9.07 All names must be printed in ink below the signatures.

9.08 The Bid must contain an acknowledgment of receipt of all Addenda, if applicable, and the numbers of which must be filled in on the Bid Form.

9.09 Postal and e-mail addresses and telephone number for communications regarding the bid must be shown.

9.10 The bid must contain evidence of the bidder’s authority to do business in the state where the project is located, or the bidder must certify in writing that it will obtain such authority within the time for acceptance of bids and attach such certification to the bid.

9.11 If Bidder is required to be licensed to submit a bid or perform the work in the state where the project is located, the bid must contain evidence of bidder’s licensure, or the bidder must certify in writing that it will obtain such licensure within the time for acceptance of bids and attach such certification to the bid. The bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 10—BASIS OF BID

10.01 Unit Price

- A. Bidders must submit a bid on a unit price basis for each item of work listed in the unit price section of the Bid Form.
- B. The Bid Price, sometimes referred to as the extended price, for each unit price bid item

will be the product of the “estimated quantity”, which the owner or its representative has set forth in the Bid Form, for the item, and the corresponding “Bid Unit Price” offered by the bidder. The total of all unit price bid items will be the sum of these “Bid Prices”; such total will be used by Owner for bid comparison purposes.

- C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 11—SUBMITTAL OF BID

11.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

11.02 A bid must be received no later than the date and time prescribed and in the advertisement or invitation to bid.

11.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

11.04 The Owner may request hard copies of any and all applicable bid and work documents.

ARTICLE 12—MODIFICATION AND WITHDRAWAL OF BID

12.01 An unopened bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed. and Upon receipt of such notice, the submitted bid will be deleted..

12.02 If a bidder wishes to modify a bid prior to bid review, the bidder must withdraw the initial bid and submit a new bid prior to the bid submittal closing date and time.

ARTICLE 13—REVIEW OF BIDS

13.01 Bids will be reviewed as specified within the advertisement or invitation to bid.

ARTICLE 14—EVALUATION OF BIDS AND AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner also reserves the right to waive all minor bid informalities not involving price, time, or changes in the work.

The Owner will reject the bid of any bidder that the owner finds, after reasonable inquiry and evaluation, to not be responsible.

If the bidder purports to add terms or conditions to its bid, takes exception to any provision of the Bidding

Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to the Owner or Project Manager, then the Owner will reject the bid as nonresponsive.

Evaluation of Bids

In evaluating bids, the Owner will consider whether the bids comply with the prescribed requirements, and such alternates, unit price, and other data as may be requested in the Bid Form or prior to the notice of award.

In evaluating whether a bidder is responsible, the Owner will consider the qualifications of the bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the work for which the identity of subcontractors and suppliers must be submitted, as provided in the Bidding Documents.

The Owner may conduct such investigations as the owner deems necessary to establish the responsibility, qualifications and financial ability of bidders and any proposed subcontractors or suppliers.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, the owner may suspend the work or any portion thereof for a period of not more than 60 consecutive days by notice to the contractor. Such notice will fix the date on which the work will be resumed. The contractor shall resume the work on the date so fixed. The contractor may be entitled to an adjustment in the contract Price or contract times, to the extent directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. The contractor's failure to perform the work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by contractor and justify termination for cause.
- B. If the contractor defaults in its obligations, then after giving the contractor ten days notice that the owner is considering a declaration that the contractor is in default and the termination of the contract, the Owner may proceed to:
 - 1. Declare the contractor to be in default, and give the contractor notice that the contract is terminated; and
- C. The owner may not proceed with termination of the contract if the contractor within 7 days of receipt of notice of intent to terminate, begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, the contractor shall pay the difference to owner.

15.03 Owner May Terminate for Convenience

- A. Upon providing seven days notice to the contractor, the owner may, without cause and without prejudice to any other right or remedy of the owner, terminate the contract. In such case, the contractor shall be paid for the following, without duplication of any

items:

1. Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. The Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If through no act or fault of contractor, (1) the work is suspended for more than sixty consecutive days by the owner or under an order of court or other public authority, or
(2) The owner fails for sixty days to pay the contractor any sum finally determined to be due, then the contractor may, upon providing seven days notice to the Owner, and provided the owner does not remedy such suspension or failure within that time, either stop the work until payment is received, or terminate the contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR’S REPRESENTATIONS

Contractor makes the following representations when entering into this Contract:

16.01 Contractor has examined and carefully studied the Contract Documents.

Contractor has visited the sites, conducted a thorough visual examination of the sites and adjacent areas and has become familiar with the general, local, and site conditions that may affect cost, progress and performance of the work.

16.02 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

16.03 Contractor’s entry into a contract constitutes an incontrovertible representation by the contractor that without exception, all prices in the contract are premised upon performing and furnishing the work required by the Contract Documents.

ARTICLE 17—SIGNING OF AGREEMENT

17.01 When the Owner issues a Notice of Award to the successful bidder, the successful bidder must execute and deliver the required number of counterparts of the Agreement within seven business days.

ARTICLE 18—ELLIOTT-LARSEN CIVIL RIGHTS ACT, ACT 453 OF 1976

18.01 Neither the Contractor nor any of its subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, and Contractor agrees that all subcontractors will provide language substantially identical to that set forth herein. It is further understood that a breach of this covenant may be regarded as a material breach of this Contract.

BID FORM FOR CONSTRUCTION CONTRACT

VILLAGE OF AHMEEK

HUBBELL & WRIGHT STREETS RECONSTRUCTION-2026

BIDDER'S NAME	CONTACT PERSON	EMAIL ADDRESS	PHONE NUMBER

[illegible]

ARTICLE 19—TIME OF COMPLETION

19.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

19.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 20—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

20.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

20.02 Instructions to Bidders

- B. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual’s signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Bidder’s Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder’s Contractor License No.: (if applicable)

ARTICLE-21—CONTRACT TIMES

21.01 Contract Times

- A. The Work will be substantially complete and completed and ready for final payment on or before dates submitted by the bidder and agreed upon by the Owner. The Work will be completed in 2026.

21.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$600** for each day that expires after the Contract Time for substantial completion.

ARTICLE 22—CONTRACTOR’S RESPONSIBILITIES

22.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Sites safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

22.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Sites.

22.03 Other Work at the Sites

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Sites. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Sites.

B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Sites when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

22.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

22.05 Subcontractors and Suppliers

A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

22.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

22.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

B. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

22.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Sites. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

22.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Sites or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Sites; and
3. Other property at the Sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Sites in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Sites or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give the Owner prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

ARTICLE 23—CHANGES IN THE WORK

Authority to Change the Work

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

Change Orders

Owner and Contractor shall execute appropriate Change Orders covering:

Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties.

Work Change Directive

A Work Change Directive may be issued to the Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 24—CLAIMS AND DISPUTE RESOLUTION

Claims Process

The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 25—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

Tests and Inspections

Owner will have access to the Sites and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; and (3) to attain Owner's acceptance of materials or equipment.

Defective Work

Contractor warrants that the Work is not defective.

Owner has the authority to determine whether Work is defective, and to reject defective Work. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor. The Contractor shall promptly correct all defective Work.

When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 26—CONTRACTOR'S WARRANTIES

26.01 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

26.02 Final Inspection

- A. Upon notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with the Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

26.03 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

26.04 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Sites, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

26.05 Indemnification

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only

to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 27—OWNER’S RESPONSIBILITIES

27.01 Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through its Project Manager, Copper Country Consultants.
- B. Owner shall make payments to Contractor as agreed upon with the Contractor.
- C. Owner shall provide the Sites and easements required to construct the Project.
- D. While at the Sites, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Sites, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a

possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

- *Delays in Contractor's Progress*

- If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or supplier