



Bay Mills Indian Community

12140 West Lakeshore Drive
Brimley, Michigan 49715
(906) 248-3241 Fax-(906) 248-3283



Contractor: _____

Date: _____

Thank-you for taking the time to quote the project listed below. Please be sure to review the following and any attachments. If awarded this project, a Contract shall need to be executed prior to any Work. Should you have any questions, please feel free to contact person(s) listed below.

Project: M15 Hascall Site Water System
Owner: Bay Mills Indian Community (Hascall Site Rep.)
Location: 13533 W Monocle Lake Rd; Brimley, MI 49715
Scope: Water Well and Pressure System

BIDS DUE:

1. All bids must be received by Eric Burt, Tribal Engineer, in the BMIC Administration Building by Friday May 27, 2022 no later than 2pm EST.
2. Bids will be accepted in the following three methods:
 - a. In person at BMIC Admin Bldg; 12140 W Lakeshore Dr., Brimley, Mi
 - b. By email to: eburt@baymills.org
 - c. US Mail to:
Bay Mills Indian Community
ATTN: Eric Burt
12140 W. Lakeshore Dr.
Brimley, Mi 49715
3. Any questions regarding bid shall be directed to Eric Burt at 231-633-0407

Requirements:

1. Contractor shall comply with all State Building, Plumbing, Mechanical, Electrical (NEC) Codes, County Permit(s) and Indian Health Service (IHS) Supplemental Water and/or Septic Specifications and any corrections identified by the Authorities Having Jurisdiction (AHJ) or IHS inspections.
 - a. County Permit to be secured by Contractor in cooperation with Homeowner. [Provide to Tribe prior to any work being performed.]
2. Contractor shall provide a one year warranty for work and materials provided in the quote. Copy of the warranty shall be provided to BMIC Tribal Engineer.
3. No Work shall occur until contracting requirements are met and the Work has been officially Awarded.
4. Any changes shall be approved by BMIC before execution. The contractor must submit such change in writing (change order) to the Tribal Engineer.
5. Contractor shall take any and all precautions necessary to ensure fixtures and materials, which are temporarily removed during any phase of construction, are protected from damage, vandalism and/or theft. Damage to property caused by the Contractor shall be repaired or replaced by the Contractor at his/her own expense. This includes but not limited to damage to yard effects, sprinkler systems, Owner equipment, driveways, walkways or other effected

structures on premise. Construction debris shall be removed from the job site daily. The property shall be left in a clean and safe condition during the performance of the work and at the completion of the job. Disturbed areas shall be properly restored per Owner satisfaction to be equal or better than initial conditions. Topsoil (to match existing), seed, and mulch shall be provided in disturbed lawn areas.

6. Contractor shall visit site and confirm building conditions prior to bid.
7. Owner assigned representative shall provide final inspection of completed Work prior to final payment.
8. **Contractor's Bid shall be sufficient so as to provide a fully functioning and code compliant water well and pressure system. Internal pressure system components shall be replaced in addition to the new well and service line.**

Project Duration

1. Awarded Contractor shall begin work as soon as practicable after contract execution.
2. Work shall be complete and ready for final payment within 90 days of contract execution.

Qualifications of Contractor

1. Must not appear as listed party that are excluded from receiving federal or state contracts.
2. Contractor must be a licensed well driller in the State of Michigan.
3. Contractor must meet and agree to maintain during the term of the Contract the insurance coverages as required by Contract. This includes, but is not limited to, Worker's Compensation and Employer's Liability, Commercial General Liability, Vehicle Liability and No-Fault Insurance coverages.
4. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan.

Notifications to Contractors

1. This is an IHS funded project and shall follow IHS Administrative Requirements in contracting; these requirements are attached.
2. The Tribe follows Indian Preference in procurement.
3. The Tribe follows tribal procurement policy for this project.
4. Where applicable the minimum percentage of work to be performed by the tribe's prime contractor shall be at least 33 1/3%, unless otherwise specified.
5. Restrictions on liens. State liens do not apply on Federal Trust Land.
6. All parties agree to resolve all disputes regarding this project through the Bemidji Area IHS established administrative procedures.
7. Contractor shall adhere to **Davis-Bacon wage rates** for all construction projects exceeding \$2000.00 in accordance with the applicable wage rates of the U.S. Department of Labor for employees engaged in work on this project. Contractor shall be responsible for obtaining a copy of applicable rates from DOL (Construction Type: Heavy). Contractor shall submit payroll certifications to the listed Tribal contact. Davis Bacon requirements extend to any subcontracted work. Copy of the payroll certification will be provided to awarded contractor.

Please sign and include a **copy** of this document with your quote.

Contractor signature

Date

Attachments:

- IHS Supplemental Specifications
- IHS Administrative Requirements

WATER SPECIFICATIONS IHS SUPPLEMENTAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This specification is supplemental to both the State and County permit requirements.
- B. If access to the site requires the removal of vegetation, the Contractor shall coordinate with and obtain approval from Tribe/IHS prior to start of construction.
- C. For projects in the Lower Peninsula, all parties involved in construction activities shall first watch MDNR's "60-Second Snakes: The Eastern Massasauga Rattlesnake" video (available at https://youtu.be/-PFnXe_e02w).
 - 1. Any EMR observations during project implementation shall be reported to the USFWS or IHS Engineer within 24 hours.

1.02 SUBMITTALS

- A. Prior to construction, Contractor shall submit cut sheets on pumps, pressure tanks, pressure switches, valves, and freezeless risers (if used).
- B. Contractor shall submit clearly labeled as-built drawing **per attached example drawing**.
- C. For buried pressure systems, or pressure systems installed in difficult to access crawlspaces, provide photos documenting installation prior to backfilling or leaving site.
- D. Contractor shall submit form documenting well abandonment (if needed).
- E. Contractor shall submit:
 - 1. Bacteriological sample (**taken from sample tap adjacent to pressure tank**) for water system after system has been installed and flushed.
 - 2. Chemical analysis testing for the following:
 - 1. Arsenic
 - 2. Chloride
 - 3. Copper
 - 4. Fluoride
 - 5. Hardness
 - 6. Iron

7. Manganese
8. Nitrate as N
9. Nitrite as N
10. Sodium
11. Sulfate
12. Uranium (Upper Peninsula only)
13. Zinc

F. Contact Information

1. Eric Burt; Tribal Engineer
12140 W Lakeshore Dr.
Brimley, Mi 49715
(906) 248-8121
eburt@baymills.org
2. Matt Zoch, IHS Engineer
9A South Brown St.
Rhineland, Wi 54501
(715) 365-5107
matthew.zoch@ihs.gov

PART 2 – PRODUCTS AND EXECUTION

2.01 PRESSURE TANK AND FITTINGS

- A. Place tank inside home in a location that allows for easy removal of the tank if feasible. Pressure tank location to be approved by homeowner.
- B. Pressure systems components are to be placed above ground. When this is not feasible and buried pressure systems are required, DEQ approved materials shall be used. Underground location of pressure tank must be included in as-built drawing.
- C. In counties where a sample tap is not required on the plumbing tree, install a sample tap a minimum of 12 inches above the floor.
- D. Electrical wiring for pressure system shall be new and installed to code.
- E. Install pressure tank and system components per manufacturers' recommendations.
- F. For tanks with a steel inlet fitting use a dielectric union, installed between the inlet pipe and the brass cross.

G. Set pump and pressure system operation at 30-50 psi or 40-60 psi operating range.

H. Contractor to provide a power disconnecting means within sight of the pressure switch.

2.02 FREEZELESS RISERS

A. Water service connections that tie-in on the inside of mobile homes will require installation of a freezeless riser with heat tape for thaw recovery. This cost should be included in the bid.

B. Risers must be provided with a swing joint and be equal to True-Temp Positive Purge Model 7PPDB with copper riser pipe or Thermaline model 15, or approved equal.

C. Freezeless riser manufacturer shall supply the thermostatically controlled heat tape unless riser shut off valve is installed above floor grade.

D. Freezeless riser and accessories shall be installed per manufacturer's recommendations.

2.03 TESTING REQUIREMENTS

2. Contractor shall not connect the water system to the home until safe bacteriological and chemical analysis results have been received and approved by the Tribe and IHS.

2.04 ABANDONMENT OF EXISTING WATER SYSTEM

A. Contractor is to abandon all existing pressure system components, including disconnection and removal of all components from site.

B. Contractor shall abandon existing well per State code.

C. Existing pressure systems located in underground vaults will be abandoned (backfilled with suitable soils) and the new pressure system placed above grade. The abandonment of these vaults shall be included in the bid price.

2.05 SITE RESTORATION

- A. All work necessary for top soiling, fertilizing, seeding and mulching shall be completed by Contractor to insure adequate re-establishment of vegetation including area around well and water service line trench. This work shall be performed during seeding dates for permanent cover (MDEQ guidelines). This is generally May 1-Oct 1.

- B. Contractor shall strip and stockpile existing topsoil from all planned disturbed areas unless design requires topsoil to remain undisturbed. After grading is complete, spread stockpiled topsoil over all disturbed areas, excluding those where another type of finished surface is being provided. Contractor shall restore topsoil depth to original conditions (minimum) or as needed to provide permanent vegetation.**

- C. The Contractor is responsible for re-establishing vegetation on all disturbed areas where vegetation existed prior to construction.

END OF SECTION

**SECTION 01300
ADMINISTRATIVE REQUIREMENTS**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes the administrative notes and requirements for this contract.

1.02 For all contracts:

- A. The Indian Health Service (IHS) is the engineer for this project; however, this is not a federal contract. IHS reserves the right to inspect the work performed by the Contractor or any of its Subcontractors. IHS does not represent the Tribe and the Tribe does not represent IHS regarding any matter related to administration of this Contract.

B. Indian Preference

1. IHS Indian preference requirements apply to the solicitation and award of this contract. Indian Preference will be used in selecting the contractor for this Work. If Bidder is eligible for Indian preference, documentation of tribal affiliation and ownership of the bidding enterprise must be provided with Bid.

Contractor agrees that, to the greatest extent feasible, preferences and opportunities for training and employment in connection with this Agreement shall be given to Indians; and, as reasonable, preference in the award of any subcontracts in connection with this Agreement shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (88 Stat. 77).

2. If the tribe has enacted an Indian preference ordinance, it may apply in lieu of the IHS requirements.

C. Suspension and Termination of Work

1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any change proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.
2. If the Contractor fails to perform the work in accordance with the Contract Documents, Owner may declare the Contractor to be in default and give Contractor notice that the Contract is terminated. The termination will not affect any rights or remedies of Owner against Contractor then existing or

which may thereafter accrue, or any rights or remedies of Owner against Contractor.

3. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- D. Contractor shall comply with 41 CFR 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Contractor is required to perform thirty-three and one-third percent of the total amount of the Work using its own employees and equipment. Copies of subcontract agreements may be requested to verify the amount of Work performed.
- G. Contractor is hereby notified that state lien laws do not apply on Federal trust land.
- H. Dispute Resolution: This agreement shall be construed in accordance with and governed by the laws of the Community. In the absence of Tribal law on point, Federal law shall apply and, in the absence of Federal law, the laws of the State of Michigan shall govern.

1.03 For Contracts Exceeding \$2,000:

- A. The Contractor shall comply with wage and provisions of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- B. The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1.04 For Contracts Exceeding \$10,000:

- A. Contractor shall comply with the requirements of 41 CFR 60-4 regarding required notices and procedures to be followed in soliciting for federally assisted construction contracts (including subcontracts). Compliance with Executive Order 11246 and 41 CFR part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.3(a) and efforts to meet the goals established for the geographical area where the Contract is to be performed.

1.05 For Contracts Exceeding \$100,000:

- A. The Contractor shall comply with the provisions of the Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- B. The Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

END OF SECTION



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