

# **COBO CONFERENCE/EXHIBITION CENTER**

## **Phase IIIb, Project C-2 – Southside Renovation**

### **TOOLS ONLY RFP No. 2**

**SUMMARY OF SPECIFICATIONS:** The Qualified Suppliers' Bids (the BID PACKAGE) shall include any and all costs associated with providing all tools, delivery, equipment, general public safety, and incidentals to properly FURNISH ONLY FOB COBO Center the specified Project C-2 Tools including staging, transportation costs, transportation permits and fees, licenses, taxes, profit, overhead, etc.

DELIVERY POINT: FOB COBO Center, Detroit, Michigan

**DELIVERY (BID DUE) DATE: 11:00 a.m., Thursday, August 8, 2013**

PREBID MEETING: Not Required

VENDORS QUESTIONS: Via e-mail only to [jkull@cobocenter.com](mailto:jkull@cobocenter.com)

ALL OR NONE: AWARD IN WHOLE OR IN PART

BRAND NAME: Select Brands are acceptable with Owner approval

SAMPLES REQUIRED: NO

BID BOND REQ: NO

PAYMENT BOND REQ: NO

PERFORMANCE BOND REQ: NO

CONTRACTORS LICENSE REQ: NO

INSTALLATION REQUIRED: NO

INSURANCE REQUIRED: YES

JOB WALK VISIT MANDATORY: No

JOB WALK VISIT RECOMMENDED: No

CONTACT PERSON: John Kull, DRCFA CM  
Detroit Regional Convention Facility Authority  
DRCFA COBO Center Capital Projects  
W2-72/73  
One Washington Blvd., Suite 200  
Detroit, Michigan 48226  
Phone: 313-877-8242  
Cell: 313-477-6150  
e-mail: [jkull@cobocenter.com](mailto:jkull@cobocenter.com)

**SECTION 00 3100 – BID FORM - Tools RFP No. 2**

Bid of

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(herein called the 'Bidder'), a \_\_\_\_\_ (corporation, partnership, individual) having its principal office at:

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To: DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

The bidder, in compliance with your invitation to bid, will provide MATERIAL ONLY- F.O.B. COBO Center, for the specified TOOLS for Project C-2 Southside Renovation at COBO Conference/Exhibition Center, as described including all items incidental thereto or necessary to complete the Work, though not specifically mentioned, in accordance with the contract documents for:

**Phase IIIb, Project C-2 – TOOLS RFP No. 2– FURNISH ONLY**

located at:

COBO CONFERENCE/EXHIBITION CENTER  
One Washington Boulevard  
Detroit, Michigan 48226

The Bidder, having examined the Bidding Requirements and the Contract Documents and having visited and examined the site of the proposed Work and being familiar with the conditions relating to the labor and materials required, including the availability of necessary resources to furnish all labor, equipment, and materials to the project in accordance with the Contract Documents within the time stated herein, will complete the Work for the Proposed Contract Sums stated below, such sums to cover all expenses incurred in executing the timely completion of the Work required by the Contract Documents subject to additions and deductions in accordance with the terms of said Contract Documents. In addition, the Contractor and its subcontractors are responsible for all State of Michigan Notification(s), City of Detroit Building and Trade Permits and all related inspections and fees. The Owner and its CM will NOT provide nor make arrangements nor pay for any Permits, Permit fees, and Permit inspections.

The Detroit Regional Convention Facility Authority reserves the right to reject any or all bids, waive any or all irregularities in any bid, waive any or all irregularities in bidding, and to award in whole or in part to one or more qualified bidders. In addition, the Authority has the right to contact known providers in the interest of securing competitive bidding with preference given to bidders as stated in P.A. 554.

NOTICE: All persons submitting a bid in response to a request for proposal issued by the Detroit Regional Convention Facility Authority must certify that it is not an Iran linked business as required by State of Michigan Public Act 517 of 2012.

ADDENDA

**PHASE IIIb, Project C-2**

The Bidder acknowledges receipt of the following addenda:

# \_\_\_\_\_ dated \_\_\_\_\_:

# \_\_\_\_\_ dated \_\_\_\_\_:

**QUALIFIED SUPPLIERS:**

**1) PROPOSED PRICE – TOOLS** (Lump Sum –MATERIAL) per the attached C-2 Southside Renovation, Tools RFP No. 2 dated 7-31-13, 4 pages, is:

\_\_\_\_\_ Dollars (\$) .00)  
(Fill in both words and figures. In case of discrepancy, words shall govern)

**ALTERNATES PROPOSED BY BIDDER**

The Owner, Architect, or Engineer prior to the submission of the bids will approve in writing any requested Contractor or Supplier substitutions for materials specified in the documents that are acceptable. Without such written authorization, all bidders hereby confirm that they have included for all costs associated with the materials exactly as specified in the bidding documents.

If the Contractor or Supplier wishes to offer substitutions that have not been approved in writing prior to the bid, they must include the specified materials in their bid and offer the substitutions below. **The Contractor must attach to their bid complete details of the proposed substitutions.** The Owner at their sole discretion may or may not accept any of the alternates proposed by the bidder in whole or in part.

Bidders Alternate No. 1:

\_\_\_\_\_

Bidders Alternate No. 2:

\_\_\_\_\_

**DELIVERIES TO THE SITE**

The Contractor shall coordinate all deliveries with the Construction Manager at least forty-eight (48) hours prior to the anticipated delivery.

Materials are to be delivered in accordance with a schedule determined by the Construction Manager. The prospective bidders are responsibly for all equipment, tool, and material security!

**REQUISITION/PURCHASE ORDER/CONTRACT AGREEMENT**

**PHASE IIIb, Project C-2**

The undersigned agrees that if he is selected as Subcontractor/Supplier for the project, he will execute a Purchase Order/Contract in a form identical to the Purchase Order/Contract attached to these documents. The Subcontractor/Supplier will sign the Purchase Order/Contract within five (5) calendar days after notice of award of contract or presentation of the Purchase Order/Contract, whichever is later, in accordance with the requirements of the Contract Documents and the terms of the proposal.

**TIME OF COMPLETION**

The undersigned agrees to commence the design and material procurement on the project on receipt of a notice to proceed and to proceed expeditiously with adequate forces to furnish and install the requisite materials to assure execution of the project in accordance with a schedule determined by the Construction Manager.

**ITEMS TO BE ATTACHED TO THIS BID FORM**

The following items are to be attached to this bid:

BID FORM;  
Alternate Product Data for proposed 'or equal' material;  
Appendix "A" – Conflict of Interest Statement;  
Appendix "B" – Tax Identification Number;  
Appendix "C" – Certification as to Criminal and Civil Liability;  
Appendix "D" – General Bidder Information;  
Appendix "E" – Certificate to be Executed by Bidder;  
Appendix "F" – DRCFA PA 554 Requirements;  
Appendix "G" – ARRA 2009 'Buy American' Certification - *excluded*  
Appendix "H" – ARRA 2009 'Drug Free Workplace' Certification - *excluded*  
Appendix "I" – Iran Sanctions Act 517 of 2012.  
Signed & Initialed (all pages) DRCFA Standard PO with terms and conditions;  
Initialed (all pages) DRCFA Standard PO Exhibit B Contract Documents;  
Initialed (all pages) DRCFA Standard PO Exhibit C Indemnity & Insurance;  
Sample Certificate of Insurance in the types and amounts required by Exhibit C – including acceptable evidence of Errors & Omissions Coverage, when required;  
Initialed (all pages) DRCFA Standard SA Exhibit D Special Conditions: &  
Initialed (all pages) DRCFA Standard SA Exhibit E Tax-Exempt Forms.

**SUBMISSION**

Respectfully Submitted

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Name of General Bidder

By:

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**Signature**

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Date

**PHASE IIIb, Project C-2**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

Seal if a Corporation:

Note: This proposal must bear the written signature of the bidder IN BLUE INK. If the Bidder is a partnership, a partner must sign the proposal. If the bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation and shall carry the corporation seal.

**END OF BID FORM**

Line Item	Material Needed	Manufacture	Model Number	Project C-2	GENERAL	Total Material	Unit Price	Total Cost
1	Drywall board cart		PL-220ML	10	3	13	\$ -	\$ -
2	Gondola	Rubber Maid	1315-BLACK	6	5	11	\$ -	\$ -
3	Chop saw 14"	Dewalt	D28710	5	1	6	\$ -	\$ -
4	14" chop saw blades	Dewalt	DW8003	48	20	68	\$ -	\$ -
5	Cordless Impact screw gun	Dewalt 20v	DCF885M2	20	4	24	\$ -	\$ -
6	Hilti self feed screw gun	Hilti SD4500	Hilti SD4500	15	0	15	\$ -	\$ -
7	Metabo grinder	Metabo	WE14-150	10	2	12	\$ -	\$ -
8	Ramset T3 Trackfast	Ramset T3	T3MAG	6	1	7	\$ -	\$ -
9	Hilti DX 351	Hilti	Hilti DX 351	2	1	3	\$ -	\$ -
10	Right angle drill	Dewalt	DCD740C1	2	1	3	\$ -	\$ -
11	PLS 5	PLS	PLS5TOOL	5	2	7	\$ -	\$ -
12	PLS 180	PLS	PLS180TOOL	5	2	7	\$ -	\$ -
13	Laser level	SPECTRA PRECISION	HV301G-2	3	1	4	\$ -	\$ -
14	Hammer Drill	Bosh	11255VSR	2	1	3	\$ -	\$ -
15	3/8 Milwaukee drill	Milwaukee	0370-20	2	1	3	\$ -	\$ -
16	1/2" Dewalt drill ( mixing)	Dewalt	DW130	3	1	4	\$ -	\$ -
17	Drywall mud mixing paddle		*SUBP PADDLE	3	1	4	\$ -	\$ -
18	Dewalt cordless 20v 3/8" drill	Dewalt 20v	DCD985L2	5	2	7	\$ -	\$ -
19	Extension cords		12 gage 100 ft	24	5	29	\$ -	\$ -
20	Baker Scaffolds	SNAPPY Granite IND.	SP-6SF	10	0	10	\$ -	\$ -
21	6' fiberglass ladder	GREEN BULL	202206	4	0	4	\$ -	\$ -

Line Item	Material Needed	Manufacture	Model Number	Project C-2	GENERAL	Total Material	Unit Price	Total Cost
22	8' fiberglass ladder	GREEN BULL	202208	4	0	4	\$ -	\$ -
23	10' fiberglass ladder	GREEN BULL	202210	4	0	4	\$ -	\$ -
24	PLS 360	PLS	PLS360	4	2	6	\$ -	\$ -
25	Gang boxes With Wheels	KNAACK	89	8	4	12	\$ -	\$ -
26	Gang boxes With Wheels	KNAACK	109	2	2	4		
27	Sawzall cordless	DEWALT	DCS380M	2	1	3	\$ -	\$ -
28	Skill saw	PORTA CABLE	DWE575	2	0	2	\$ -	\$ -
29	Jig saw	PORTA CABLE	JS40	2	1	3	\$ -	\$ -
30	Orbital sander	PORTA CABLE	382	2	0	2	\$ -	\$ -
31	14GAL shop vac	SHOP VAC	314974	1	1	2	\$ -	\$ -
32	ROTO zip	DEWALT	DW660	10	3	13	\$ -	\$ -
33	TABLE SAW 10"	DEWALT	DW745	1	0	1	\$ -	\$ -
34	Ramset Viper tool	RAMSET	VIPER4	2	0	2	\$ -	\$ -
35	Viper Pole	Ramset	V4-8/V4-EXT	2	0	2	\$ -	\$ -
36	Router	PORTA CABLE	690LR	1	0	1	\$ -	\$ -
37	Drywall screw gun	DEWALT	DW272	10	5	15	\$ -	\$ -
38	Trim Finish nail gun	SENCO	4G0001N	1	1	2	\$ -	\$ -
39	Air Compresor	ROL AIR	FC2002HBP6	1	1	2	\$ -	\$ -
40	Micro pin finish nailor	SENCO	4N0001N	1	1	2	\$ -	\$ -
41	Air hose	PORTA CABLE	PC0064	2	1	3	\$ -	\$ -
42	Push broom	HARPER	582224	3	0	3	\$ -	\$ -

Line Item	Material Needed	Manufacture	Model Number	Project C-2	GENERAL	Total Material	Unit Price	Total Cost
43	Coal shovel	BLY	92402	3	0	3	\$ -	\$ -
44	Corner bead hopper	SHEETROCK		2	1	3	\$ -	\$ -
45	Corner Bead roller	SHEETROCK		2	1	3	\$ -	\$ -
46	HILTI cordless self feed	HILTI SD4500-A18	HILTI SD4500-A18	4	0	4	\$ -	\$ -
47	Philips bits HILTI self feed	HILTI		24	0	24	\$ -	\$ -
48	Screw gun apex	Apex	DW2045B	24	10	34	\$ -	\$ -
49	# 2 Philips bits		250PB2	50	25	75	\$ -	\$ -
50	#3 Philips bits		250PB3	50	25	75	\$ -	\$ -
51	First Aid Kit		K209-224	11	6	17	\$ -	\$ -
52	Clear face shield		454-488132&454-488159	8	6	14	\$ -	\$ -
53	Pallet Jack		445-272660	2	0	2	\$ -	\$ -
54	Master Lock Keyed alike	Master Lock		22	10	32	\$ -	\$ -
55	Sawzall blades		48008787	70	40	110	\$ -	\$ -
56	Skill saw blades	Irwin	24030	10	10	20	\$ -	\$ -
57	ROTO zip bits	PORTA CABLE	GP8	240	100	340	\$ -	\$ -
58	Flat cart		592-P3060RHP8RS	5	0	5	\$ -	\$ -
59	GFCI 3 way 20 amp		50024	15	10	25	\$ -	\$ -
60	Full body harness&lanyard	SAFEWAZE	10950/209712	25	5	30	\$ -	\$ -
61	12" Metal Blade	Irwin / Freud	LU89M012	2	2	4	\$ -	\$ -
62	Roofing cart			2	1	3	\$ -	\$ -
63	Cushman utility car			1	0	1	\$ -	\$ -



Line Item	Material Needed	Manufacture	Model Number	Project C-2	GENERAL	Total Material	Unit Price	Total Cost
64	Sawzall blades		48008026	70	40	110	\$ -	\$ -
65	SDS BITS Hammer drill	3/16"	DW5403	50	20	70	\$ -	\$ -
66	SDS BITS Hammer drill	1/4"	DW5417	50	20	70	\$ -	\$ -
67	SDS BITS Hammer drill	5/16"	DW5424	50	20	70	\$ -	\$ -
68	SDS BITS Hammer drill	1/2"	DW5437	50	20	70	\$ -	\$ -
69	SDS BITS Hammer drill	9/16"	DW5442	50	20	70	\$ -	\$ -
70	12" sliding compound miter saw	DEWALT	DWS780	2	0	2	\$ -	\$ -
71	12" 80 Tooth or more blade	Irwin / Freud		4	0	4	\$ -	\$ -
72	5/8 Black Rubber Garden hoses with washers	50 Ft		6	0	6	\$ -	\$ -
73	5/8 Black Rubber Garden hoses with washers	100 Ft		6	0	6	\$ -	\$ -
74	Laser Measure	Hilti	PD4	0	2	2	\$ -	\$ -
75	Wrench set 1/4" - 3/4"			0	1	1	\$ -	\$ -
76	Scoket set 1/4" - 1/2" Drives			0	1	1	\$ -	\$ -
77	Screw Driver Set Reg & Phillips			2	2	4	\$ -	\$ -
78	30' Retractable			4	4	8	\$ -	\$ -
79	Dewalt Corded Sawzall Quick Change Neck	Dewalt	DWE357	2	2	4	\$ -	\$ -
80				0	0	0	\$ -	\$ -
1654							<b>Total Cost:</b>	\$ -

# Detroit Regional Convention Facility Authority

One Washington Boulevard  
Detroit, MI 48226-4420  
Phone 313-877-8777  
Fax 313-877-8800

# REQUISITION/ PURCHASE ORDER

CAPITAL PROJECT: Phase IIIb, Project C-2.13

**P.O. NUMBER: 1C-102XX**

THIS NUMBER MUST APPEAR ON ALL RELATED  
CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES

CONFIRMING ORDER if marked here ☐

**CONTACT: MR./ MS.** \_\_\_\_\_

Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

UNLESS OTHERWISE SPECIFIED IN THE BODY OF THE ORDER

**SHIP TO OWNER:**

Detroit Regional Convention Facility Authority  
One Washington Boulevard  
Detroit, MI 48226

**Attention: Steve Domonkos @ 313-477-3790**

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
August 14, 2013	John E. Kull	Best Method	COBO Center	Net 45 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Lump Sum	<b>1. C-2.13 – FURNISH FOB COBO CENTER ONLY</b> the specified Tools per the attached 4 Page IIIb C-2 Tools List pursuant to the Phase IIIb, Project C-2 Tools ONLY RFP # 2 dated July 31 2013.	\$_____.00	\$ 0.00
1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.				SUBTOTAL \$ 0.00
2. Please notify us immediately if you are unable to ship as specified.				SALES & USE TAXES* Included
3. <b>Send two copies of your invoice, clearly identified as 1C-102XX to:</b> <b>Cobo Center Administrative Office</b> <b>Attn: Accounts Payable</b> <b>One Washington Boulevard</b> <b>Detroit, MI 48226-4420</b>				TAX ID # 26-4510188 Included
4. SUPPLIER FEDERAL TAX I.D. # _____				SHIPPING & HANDLING \$ 0.00
				ALLOWANCE** \$ 0.00
				TOTAL \$ 0.00

\* THE SUPPLIER IS RESPONSIBLE FOR ALL APPLICABLE SALES & USE TAXES. SEE 5 PAGE MEMORANDUM DATED 5-22-10 ATTACHED HERETO AND MADE A PART HEREOF. \*\* THE SUPPLIER MUST OBTAIN WRITTEN AUTHORIZATION FROM J. KULL OR K. MURPHY TO UTILIZE ANY PORTION OF THE AUTHORITY CONTROLLED ALLOWANCE. ANY MATERIAL AUTHORIZED WHICH DOES NOT HAVE ADD/DEDUCT PRICING PER THE RFP WILL BE CHARGED AT DOCUMENTED COST PLUS FIVE PERCENT (5%).

Internal Use Only		Accounts Payable Use Only	
Approval Signatures:		G/ L Code: _____	
Requisitioner: _____	Date: _____	Project: _____	
JOHN E. KULL, DRCFA CM		Project: _____	
Approver: _____	Date: _____	Invalid unless signed by an authorized agent of DRCFA	
LARRY ALEXANDER, Chairman DRCFA		Purchase Authorized by:	
Finance: _____	Date: _____	Tom Tuskey, Program Manager	Date: _____
MICHAEL CARROLL, Treasurer DRCFA		GARY BROWN, Owner's Rep.	Date: _____
Supplier	Date: _____		

Detroit Regional Convention Facility Authority is identified as the "Owner" and Seller/Vendor as the "Supplier" in the terms and conditions and Exhibits B, C, D & E attached hereto and made a part hereof.

Supplier's Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

**MATERIALS, EQUIPMENT, and/or TOOLS SUPPLIER**  
**TERMS AND CONDITIONS**

(Rev. October 19, 2010)

1. **Contract Documents:** The Supplier hereby certifies that it has examined all the plans, drawings, specifications and addenda prepared by the Architect, SDG Associates, L.L.C., and their engineering consultant, Albert Kahn & Associates, Inc., and the Construction Management Services Agreement, (hereinafter "CM Contract") for the entire work, of which the materials, equipment, and/or tools by this Requisition/Purchase Order (hereinafter "Supplier PO") is a part. Said plans, specifications and addenda as listed in the attached **Exhibit B** and CM Contract are hereby referred to and made a part of this Supplier PO. The Supplier will be bound by any and all parts of said plans, drawings, specifications, addenda, and CM Contract as they relate in any part or in any way to the materials, equipment, and/or tools covered by this Supplier PO. Submittal data shall be submitted no later than seven (7) calendar days from the date of the Supplier PO.
2. **Defective Materials:** No payments made under this Supplier PO shall be evidence of the performance of this Supplier PO, either in whole or in part, and no payment shall be construed to be an acceptance of defective or improper materials, equipment, and/or tools.
3. **Time:** The Supplier agrees that time of performance is the essence of this Supplier PO and further agrees to commence ordering and/or fabrication when notified. The Supplier shall schedule delivery and/or fabrication in such a way as not to delay the progress of the job, and in cases where a progress schedule is used, will perform the work in accordance to what has been worked out on said progress schedule with the Owner and its Construction Manager, Jenkins Construction, Inc. (hereinafter "CM"), or other designee (except as may be affected by Acts of God or other causes beyond the Supplier's control). In the event an acceptable schedule cannot be developed, this Supplier PO is void upon written notice from the Owner, CM, or other designee. It is understood that where liquidated damages are specified in the principal CM contract, the Supplier will be responsible for damages incurred by the Owner due to or as a result of the Supplier's nonperformance or failure to make progress in conformity with the schedule.
4. **Payment:** Owner agrees to pay Supplier in part or in full depending upon the amount of materials, equipment, and/or tools delivered to the job as the work progresses based upon estimates and certifications of the CM, Architect and Owner as the percentage of completion; provided that monthly bills are submitted and received by specified date/time of each month. Progress payments will be paid on or about forty-five (45) days from the end of each month; no payments shall be made for stored materials off site except by separate written agreement. Final payment shall be made within forty-five (45) days of final invoice based upon acceptable delivery & installation of all materials, equipment, and/or tools, in good condition, to job site and acceptance by the CM, Architect, and Owner of the work. All payments are contingent upon evidence that all claims for labor and/or materials, equipment, and/or tools are settled.
5. **Guarantee:** The Supplier guarantees that the materials, equipment, and/or tools under its Supplier PO will comply with the plans, drawings, specifications and addenda as listed in the attached Exhibit B and the CM Contract for the same period of time, and to the same extent, and in the same manner as the Architect and CM are required to guarantee said materials, equipment, and/or tools under the terms of the CM Contract, the plans and specifications, and any and all applicable permits. In no event shall the guarantee be less than one (1) year from final acceptance of the project by the Owner, Architect, and CM.
6. **Changes:** Owner reserves the right to make changes in the work, either by additions or deletions. Changes thus made shall be in writing, and Owner and Supplier shall agree upon the price therefore. All changes will be channeled through Owner, Architect, and CM. Any changes in the Supplier PO not so made will be denied for payment.
7. **Default:** Should the Supplier at any time refuse or be unable to supply a sufficient quantity of materials, equipment, and/or tools of proper quality, or fail to prosecute the timely delivery covered by this Supplier PO with promptness and diligence, or fail in the performance of any of the agreements herein contained, or file for, or be declared bankrupt, or go into any form of receivership or become insolvent, or should any workmen performing work covered by this Supplier PO engage in a strike or other work stoppage, or cease to work due to picketing or other such activity, the Owner may, at its option, after forty-eight (48) hours written notice to the Supplier or its Surety, if any, provide any such materials, equipment, and/or tools itself and deduct the costs of those materials, equipment, and/or tools and any additional Owner costs, including, but not limited to, administrative staff, CM staff and fees, Architect staff and fees, attorney fees and costs from any money then due or thereafter to become due the Supplier under this Supplier PO.
8. **Materials:** Supplier hereby agrees to furnish all required materials, equipment, and/or tools listed in the Supplier PO, and to furnish all required shop drawings and samples satisfactory to the Owner, Architect, and CM. Shipping tickets are signed for receipt of material, equipment, and/or tools only; the signature does not attest to the quantity and/or quality of materials, equipment, and/or tools received.
9. **Substitutions:** No substitutions from the drawings or specifications will be considered after issuance and

execution of this Supplier PO unless approved by Owner in writing.

10. **Dispute Resolution:** All disputes between the Owner and Supplier herein will be resolved in accordance with all provisions in the CM Contract governing dispute resolution.
11. **Entire Agreement:** This Supplier PO contains the sole and entire agreement between the parties and all previous negotiations, proposals, discussions and/or agreements are merged into this Supplier PO and the parties acknowledge that any statements or representations or agreements that may have heretofore been made by either of them to the other are void and of no effect.

**DETROIT REGIONAL CONVENTION FACILITY AUTHORITY  
(DRCFA)**

**COBO CONFERENCE/EXHIBITION CENTER**

**Phase IIIb, Project C-2 – Southside Renovation**

**EXHIBIT “B”**

**Construction Contract Documents**

The Subcontractor, Provider and/or Supplier shall provide all qualified supervision, skilled labor, material, equipment, hoisting, traffic control devices, equipment/tool protection and security, labor health and welfare, general public safety, and sundries to perform the Work complete in every respect, for work in your trade in accordance with the requirements of the Construction Contract Documents, as listed below, which are hereby made an integral part of the Purchase Order (PO), Subcontract Agreement (SA) or Professional Services Agreement (PSA).

***Project: DRCFA Phase IIIb Project C-2 at:  
COBO Conference/Exhibition Center  
One Washington Blvd., Detroit, Michigan 48226***

**RELATED PERMITS**

<b><u>PERMIT NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE:</u></b>
BLD2012-03867	General Building Permit for Phase IIIb Projects, DRCFA COBO Conference/Exhibition Center	08/15/2012
ENG2012-00753GR	City of Detroit Right-of-Way Permit issued to Mannik & Smith Group, Inc.	05/23/2013
82111-004863-11-070511	MDOT Individual construction Permit for Operations within State Highway Right-of-Way	07/05/2011 thru 12/31/2013
To Be Obtained by Bidder	Detroit Transportation Corporation (People Mover) Work Authorization Permit Application, General Conditions, & Insurance Requirements, 5 pages	06/01/2010

**CM - RFP/BID PACKAGES**

RFP-CM (2010-1)	02/26/2010 - Provide professional and skilled trades for the benefit of the Authority – see attachments A, B, & C.	43 Pages, excluding attachments
RFPQ (IIIb-CM-2011-1)	04/21/2011 – Provide Statements, Qualifications, and Proposals for Construction management Services	86 Pages

**PRIMARY CONTRACT**

<b><u>DOC. REFERENCE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE:</u></b>
CM-Svcs	Construction Management Agreement	7-1-2010
CM Adviser	Standard Form of Agreement Between owner and Construction Manager as Adviser	8-1-2011

Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

**CONSTRUCTION CONTRACT DOCUMENTS – PHASE IIIb Project C-2****DRAWINGS & SPECIFICATIONS**

<b>SPECIFICATION/ DRAWING</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>Pages</b>
	<b>Bid Forms and Documents</b>		
<b><i>SPECIFICATIONS</i></b>			
00-0000	Table of Contents – Phase IIIb Project C-2	04/05/2013	0 Pages
00-0100	Invitation To Bidders – Phase IIIb, Project C-2	04/05/2013	0 Pages
00-0200	Instruction to Bidders – Phase IIIb, Project C-2	04/05/2013	0 Pages
00-3100-01	Bid Form – Phase IIIb, Project C-2	04/05/2013	7 Pages
00-8200-01	Appendix A – No Conflict Statement	04/05/2013	1 Page
00-8200-02	Appendix B – W-9 with Tax ID No.	04/05/2013	4 Pages
00-8200-03	Appendix C – DRCFA Certification	04/05/2013	1 Page
00-8200-04	Appendix D – Type of Business	04/05/2013	2 Pages
00-8200-05	Appendix E – Company Authorization	04/05/2013	1 Page
00-8200-06	Appendix F – DRCFA Act 554	04/05/2013	1 Page
00-8200-07	Appendix G – Buy American	<i>does not apply</i>	1 Page
00-8200-08	Appendix H – Drug Free Workplace	<i>does not apply</i>	1 Page
00-8200-09	Appendix I – Iran Sanctions Act 517	04/01/2013	2 Pages
n/a	DRCFA Standard Professional Services Agreement (PSA)	<i>does not apply</i>	0 Pages
n/a	DRCFA Standard Purchase Order (PO)	07/29/2013	3 Pages
n/a	DRCFA Standard Subcontract Agreement (SA)	<i>does not apply</i>	0 Pages
n/a	Exhibit A – C-2 - Scope of Work	<i>does not apply</i>	0 Pages
n/a	Exhibit B – C-2 - Contract Documents	07/29/2013	16 Pages
n/a	Exhibit C – C-2 - Indemnity & Insurance	07/18/2013	6 Pages
n/a	Exhibit D – C-2 - Special Conditions	07/18/2013	8 Pages
n/a	Exhibit E – C-2 – Tax Exempt Forms	04/05/2013	5 pages
n/a	DRCFA COBO Center Site Specific Safety Manual	11/17/2011	103 Pages
n/a	DRCFA Project Orientation	03/21/2013	5 Pages
n/a	Owner Controlled Insurance Program Manual	07/18/2013	46 Pages
ACM Sketch 01	Level 100 Atwater St. Highlighted ACM Areas	04/02/2013	1 Sheet
ACM Sketch 02	Level 100 Atwater St. Proposed Sprinkler Layout	04/02/2013	1 Sheet
ACM Sketch 03	Level 114 Spray Applied ACM Area	04/02/2013	1 Sheet
ACM Sketch 04	Level 124 ACM Abatement Areas	04/02/2013	1 Sheet
ACM Sketch 05	Level 144 ACM Abatement Areas	04/02/2013	1 Sheet
<b><i>SPECIFICATIONS/ DRAWINGS</i></b>	<b><i>Balance of Specifications &amp; Drawings on SDG Drawing/Specification Log for Issue 014 – See Below</i></b>		
01-4523.2	Testing & Inspection Services – Issue 010 - SDG	03/4/2013	15 Pages
01-5721.3	Indoor Air Quality Controls – Issue 013	06/28/2013	6 Pages
01-7500	Hazardous Materials Remediation – Adaptive Reuse	04/12/2011	65 Pages
01-7500.2	Hazardous Materials Remediation – Issue 010	03/04/2013	20 Pages
02-4119.2	Selective Demolition – Issue 009	02/14/2013	4 pages
03-3130	Structural Concrete-Supported Slabs –Issue 007	01/31/2013	4 Pages
05-1200	Structural Steel Framing – Issue 005	01/22/2013	15 Pages
05-2100	Steel Joist Framing – Issue 003	01/21/2013	4 Pages
05-3100	Steel Decking – Issue 007	01/31/2013	8 Pages

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<b>SPECIFICATION/ DRAWING</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>Pages</b>
05-5000.2	Metal Fabrications – Issue 009	02/14/2013	8 Pages
05-5305.2	Metal Gratings & Floor Plates – Issue 009	02/14/2013	3 Pages
05-7313.2	Glass Railing Assemblies – Issue 009	02/14/2013	4 Pages
07-4213.3	Insulated Metal Wall Panels – Issue 014	07/11/2013	12 Pages
07-8100.2	Spray Applied Fireproofing – Issue 009	02/14/2013	6 Pages
07-8413.2	Penetration Firestopping – Issue 009	02/14/2013	10 Pages
07-8450.2	Fire-Resistant Joint Systems – Issue 009	02/14/2013	8 Pages
09-9100.2	Painting – Issue 009	02/14/2013	12 Pages
34-8213	Tuned Mass Dampers – Study	02/07/2013	1 Page
34-8214	Tuned Mass Dampers – Fabrication	02/07/2013	3 Pages
<b>DRAWINGS</b>	<b><i>Project C-2a – A-Line, xA-Line, &amp; A'-Line Structural Steel, Engineered Shoring &amp; Jacking</i></b>		
G0.000.1-B	Cover Sheet – Issue 007	01/31/2013	1 Sheet
G0.001.1-B	Phase C-2A Drawing Index – Issue 007	01/31/2013	1 Sheet
G0.002.1-B	Code Sheet – Issue 007	01/31/2013	1 Sheet
S00.001-B	Structural Index Sheet – Area B – Issue 007	01/31/2013	1 Sheet
A5.000.1-B	Interior Building Section Area C-2a	01/31/2013	1 Sheet
A5.001.1-B	Proposed Building Sections Area C-2a	01/31/2013	1 Sheet
A5.002.1-B	Proposed Building Sections Area C-2a	01/31/2013	1 Sheet
A6.015.1-B	Interior Atrium Elevation Zone 15	01/31/2013	1 Sheet
A6.016.1-B	Interior Atrium Elevation Zone 16	01/31/2013	1 Sheet
A7.010.1-B	Details	01/31/2013	1 Sheet
A7.011.1-B	Details	01/31/2013	1 Sheet
A7.012.1-B	Details	01/31/2013	1 Sheet
A7.021.1-B	Guardrail Details	01/31/2013	1 Sheet
A8.005.1-B	Enlarged Plan Detail	01/31/2013	1 Sheet
A8.015.1-B	Enlarged Column Plan Details	01/31/2013	1 Sheet
A8.016.1-B	Enlarged Column Plan Details	01/31/2013	1 Sheet
S00.100-B	Structural Abbreviations & Symbols – Area B – Issue 002	01/14/2013	1 Sheet
S00.101-B	Structural General Notes – Area B – Issue 007	01/31/2013	1 Sheet
S02.115-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 15 – Issue 007	01/31/2013	1 Sheet
S02.116-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 16 – Issue 007	01/31/2013	1 Sheet
S02.210-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 10 – Issue 006	01/25/2013	1 Sheet
S02.215-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 15 – Issue 007	01/31/2013	1 Sheet
S02.216-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 16 – Issue 007	01/31/2013	1 Sheet
S02.315-B	Framing Plan Level 3 (ELEV 158'-0") Area B, Zone 15 – Issue 002 –	01/14/2013	1 Sheet
S02.316-B	Framing Plan Level 3 (ELEV 158'-0") Area B, Zone 16 – Issue 002	01/14/2013	1 Sheet
S02.410-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 10 – Issue 006	01/25/2013	1 Sheet
S02.415-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 15 – Issue 007 - <i>NOTE: CONFLICTS WITH ELEVATIONS SHEET.</i>	01/31/2013	1 Sheet
S03.001-B	Elevations - Area B – Issue 006 – <i>NOTE:</i>	01/25/2013	1 Sheet

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SPECIFICATION/ DRAWING	DESCRIPTION	DATE	Pages
	<i>CONFLICTS WITH FRAMING PLANS</i>		
S03.001-B	Elevations - Area B – RFI C2-0001 DRCFA RESPONSE	02/06/2013	1 Sheet
S05.001-B	Details – Area B – Issue 006	01/25/2013	1 Sheet
S05.002-B	Details – Area B – Issue 007	01/31/2013	1 Sheet
S05.003-B	Details – Area B – Issue 006	01/25/2013	1 Sheet
S05.004-B	Details – Area B – Issue 007	01/31/2013	1 Sheet
S05.005-B	Details – Area B – Issue 007	01/31/2013	1 Sheet
S5.030	Project C-1 – Details – Area B – Issue 054	11/08/2012	1 Sheet
S06.001-B	Column Key Plan – Area B – Issue 005	01/22/2013	1 Sheet
S06.101-B	Column Schedule – Area B – Issue 006	01/25/2013	1 Sheet
<i>n/a</i>	DETAIL 18 – RFI C2-0001 DRCFA RESPONSE	02/06/2013	1 Sheet
<b>RFIs</b>			
C2-0001 DRCFA	Connection details needed at Level 158'-0" column lines 7.8 and 10	02/05/2013	2 Sheets
C2-0002 DRCFA	Identification of line on sheet S2.215-B South of Column line 2.4 and East of column line A	02/05/2013	2 Sheets
C2-0003 DRCFA	Beam size at column line 2b between column lines A and A.2	02/05/2013	2 Sheets
C2-0004 DRCFA	Connection details for W10x15 beam north of column line 2.3	02/05/2013	2 Sheets
C2-0005 DRCFA	Details at beam face south of column line 2.3 at column line xA	02/05/2013	2 Sheets
	<b>RFI ANSWERS</b>		
C2-0001 DRCFA	SEE ATTACHED DRAWING S3.001-B FOR DETAIL 18/S5.001-B.	02/06/2013	5 Sheets
C2-0002 DRCFA	THIS IS A W10X15 [-2 ½"] BEAM AT THE 144 LEVEL.	02/06/2013	2 Sheets
C2-0003 DRCFA	OUTRIGGER BEAM IS A W10X22 [-2 ½"].	02/06/2013	2 Sheets
C2-0004 DRCFA	THE CONNECTIONS AT EACH END OF THIS BEAM ARE SIMPLE SHEAR CONNECTIONS. CONNECT FOR A FACTORED REACTION OF 15 KIPS. BOLTED CONNECTIONS SHALL NOT HAVE LESS THAN 2 BOLTS. A SKEWED CONNECTION IS REQUIRED AT THE WEST END OF THIS BEAM. REFER TO DETAILS ON SHEET S5.001-B. AT THE EAST END, THE CONNECTION MAY BE A DOUBLE ANGLE, SINGLE-PLATE, OR SINGLE ANGLE CONNECTION. REFER TO AISC MANUAL FOR CONNECTION DESIGN.	02/06/2013	2 Sheets
C2-0005 DRCFA	NOTHING WAS ATTACHED. SLAB EDGE DETAILS AND DIMENSIONS SOUTH OF LINE 2.3 ARE STILL BEING DEFINED BY ARCHITECTURAL. INCLUDE AN ALLOWANCE OF \$15,000.00 FOR THIS WORK.	02/06/2013	2 Sheets
<b>DRAWINGS</b>	<b><i>Project C-2b – Includes Project C-1 Pedestrian Bridge</i></b>		
A2.106-A	Floor Plan Level 1 (124'-0") Area A – Zone 06 – Issue 058	02/07/2013	1 Sheet

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<b>SPECIFICATION/ DRAWING</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>Pages</b>
A10.013-A	Plan Details Area A – Atrium – Issue 058	02/07/2013	1 Sheet
S2.106-A	Framing Plan Level 1 (ELEV 124'-0") Area A Zone 06 – Issue 058	02/07/2013	1 Sheet
S2.115-B	Framing Plan Level 1 (ELEV 124'-0") Area B Zone 15 – Issue 010	03/04/2013	1 Sheet
S5.002-B	Details Area B – Issue 009	02/14/2013	1 Sheet
S9.002	Truss Diagrams – Area A – Issue 058	02/07/2013	1 Sheet
<i>DRAWINGS</i>	<i>Project C-2b – Structural Steel West of Column Line A, South Side</i>		
G0.000.1-B	Cover Sheet – Issue 007	01/31/2013	1 Sheet
G0.001.1-B	Phase C-2A Drawing Index – Issue 010	03/04/2013	1 Sheet
G0.002.1-B	Code Sheet – Issue 007	01/31/2013	1 Sheet
A5.000.1-B	Interior Building Section Area C-2a	01/31/2013	1 Sheet
A5.001.1-B	Proposed Building Sections Area C-2a	01/31/2013	1 Sheet
A5.002.1-B	Proposed Building Sections Area C-2a	01/31/2013	1 Sheet
A6.015.1-B	Interior Atrium Elevation Zone 15	01/31/2013	1 Sheet
A6.016.1-B	Interior Atrium Elevation Zone 16	01/31/2013	1 Sheet
A7.010.1-B	Details	01/31/2013	1 Sheet
A7.011.1-B	Details	01/31/2013	1 Sheet
A7.012.1-B	Details	01/31/2013	1 Sheet
A7.021.1-B	Guardrail Details	01/31/2013	1 Sheet
A8.005.1-B	Enlarged Plan Detail	01/31/2013	1 Sheet
A8.015.1-B	Enlarged Column Plan Details	01/31/2013	1 Sheet
A8.016.1-B	Enlarged Column Plan Details	01/31/2013	1 Sheet
S00.001-B	Structural Sheet Index C-2 – Issue 010	03/04/2013	1 Sheet
S00.100-B	Structural Abbreviations & Symbols – Area B – Issue 002	01/14/2013	1 Sheet
S00.101-B	Structural General Notes – Area B – Issue 010	03/04/2013	1 Sheet
S01.010-B	Foundation Plan – Area B – Zone 10 - Issue 010	03/04/2013	1 Sheet
S01.015-B	Foundation Plan – Area B – Zone 15 - Issue 010	03/04/2013	1 Sheet
S01.016-B	Foundation Plan – Area B – Zone 16 - Issue 009	01/21/2013	1 Sheet
S02.010-B	Framing Plan – Level 0 (ELEV 100'-0") – Area B – Zone 10 – Issue 003	01/21/2013	1 Sheet
S02.015-B	Framing Plan Level 0 (ELEV 100'-0") Area B, Zone 15 – Issue 010	03/04/2013	1 Sheet
S02.016-B	Framing Plan Level 0 (ELEV 100'-0") Area B, Zone 16 – Issue 003	01/21/2013	1 Sheet
S02.110-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 10 – Issue 009	02/14/2013	1 Sheet
S02.111-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 11 – Issue 009	02/14/2013	1 Sheet
S02.114-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 14 – Issue 010	03/04/2013	1 Sheet
S02.115-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 15 – Issue 010	03/04/2013	1 Sheet
S02.116-B	Framing Plan Level 1 (ELEV 124'-0") Area B, Zone 16 – Issue 007	01/31/2013	1 Sheet
S02.210-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 10 – Issue 009	02/14/2013	1 Sheet
S02.211-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 11 – Issue 009	02/14/2013	1 Sheet

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<b>SPECIFICATION/ DRAWING</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>Pages</b>
S02.214-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 11 – Issue 010	03/04/2013	1 Sheet
S02.215-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 15 – Issue 010	03/04/2013	1 Sheet
S02.216-B	Framing Plan Level 2 (ELEV 144'-0") Area B, Zone 16 – Issue 007	01/31/2013	1 Sheet
S02.315-B	Framing Plan Level 3 (ELEV 158'-0") Area B, Zone 15 – Issue 002 –	01/14/2013	1 Sheet
S02.316-B	Framing Plan Level 3 (ELEV 158'-0") Area B, Zone 16 – Issue 002	01/14/2013	1 Sheet
S02.410-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 10 – Issue 010	03/04/2013	1 Sheet
S02.411-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 11 – Issue 010	03/04/2013	1 Sheet
S02.414-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 14 – Issue 010	03/04/2013	1 Sheet
S02.415-B	Framing Plan Level 4 (ELEV 166'-0") Area B, Zone 15 – Issue 010	03/04/2013	1 Sheet
S02.515-B	Framing Plan Level 5 (ELEV 178'-0") Area B, Zone 15 – Issue 003	01/21/2013	1 Sheet
S02.M15-B	Framing Plan Level M (ELEV 114'-0") Area B, Zone 15 – Issue 010	03/04/2013	1 Sheet
S03.001-B	Elevations - Area B – Issue 006 – <i>NOTE: CONFLICTS WITH FRAMING PLANS</i>	01/25/2013	1 Sheet
S03.001-B	Elevations - Area B – RFI C2-0001 DRCFA RESPONSE	02/06/2013	1 Sheet
S03.002-B	Elevations - Area A – Issue 010	03/04/2013	1 Sheet
S03.003-B	Elevations - Area B – Issue 010	03/04/2013	1 Sheet
S05.001-B	Details – Area B – Issue 010	03/04/2013	1 Sheet
S05.002-B	Details – Area B – Issue 009	02/14/2013	1 Sheet
S05.003-B	Details – Area B – Issue 009	02/14/2013	1 Sheet
S05.004-B	Details – Area B – Issue 010	03/04/2013	1 Sheet
S05.005-B	Details – Area B – Issue 010	03/04/2013	1 Sheet
S05.006-B	Details – Area B – Issue 010	03/04/2013	1 Sheet
S5.030	Project C-1 – Details – Area B – Issue 054	11/08/2012	1 Sheet
S06.001-B	Column Key Plan – Area B – Issue 010	03/04/2013	1 Sheet
S06.101-B	Column Schedule – Area B – Issue 010	03/04/2013	1 Sheet
SD.241-B	Demolition Plan – 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor – Area B – Issue 010	03/04/2013	1 Sheet
SD.242-B	Demolition Plan – Roof – Area B – Issue 010	03/04/2013	1 Sheet
SD.243-B	Demolition Plan – 3 <sup>rd</sup> Floor – Area B – Issue 009	02/14/2013	1 Sheet
SD.244-B	Demolition Plan – Mezzanine (ELEV 115'-0") – Area B – Issue 009	02/14/2013	1 Sheet
SD.245-B	Demolition Plan – 1 <sup>st</sup> Floor – Area B – Issue 009	02/14/2013	1 Sheet
SDG DRAWING LOG	SDG DRAWING AND SPECIFICATION LOG (SEE BELOW)	03/04/2013	8 Sheets

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## PROJECT ISSUE LOG

**Project: 11105.32 - Project C-2 South Side**

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## PROJECT ISSUE LOG

Project: 11105.32 - Project C-2 South Side CE

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## PROJECT ISSUE LOG

**Project: 11105.32 - Project C-2 South Side CD**

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PROJECT ISSUE LOG

Project: 11105.32 - Project C-2 South Side CD

	Issue 001	Issue 002	Issue 003	Issue 004	Issue 005	Issue 006	Issue 007	Issue 008	Issue 009	Issue 010	Issue 011	Issue 012	Issue 013	Issue 014	Issue 015	Issue 016	Issue 017	Issue 018	Issue 019	Issue 020	Issue 021	Issue 022	Issue 023	Issue 024	Issue 025	Issue 026	Issue 027	Issue 028	Issue 029	Issue 030	Issue 031	Issue 032	Issue 033	Issue 034	Issue 035	Issue 036	Issue 037	Issue 038	Issue 039	Issue 040	Issue 041	Issue 042	Issue 043	Issue 044	Issue 045	Issue 046	Issue 047			
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MH02.050-B	X	X																																																
MH02.100-B	X	X																																																
MH02.200-B	X	X																																																
MH02.300-B	X	X																																																
MH05.100-B						X																																												
MP02.000-B	X	X																																																
MP02.100-B	X	X						X																																										
MP02.200-B	X	X						X																																										
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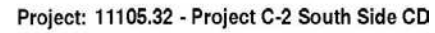
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	Issue 001	Issue 002	Issue 003	Issue 004	Issue 005	Issue 006	Issue 007	Issue 008	Issue 009	Issue 010	Issue 011	Issue 012	Issue 013	Issue 014	Issue 015	Issue 016	Issue 017	Issue 018	Issue 019	Issue 020	Issue 021	Issue 022	Issue 023	Issue 024	Issue 025	Issue 026	Issue 027	Issue 028	Issue 029	Issue 030	Issue 031	Issue 032	Issue 033	Issue 034	Issue 035	Issue 036	Issue 037	Issue 038	Issue 039	Issue 040	Issue 041	Issue 042	Issue 043	Issue 044	Issue 045	Issue 046	Issue 047
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S03.001-B	X	X		X	X																																										
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S05.006-B									X	X																																					
S05.007-B										X																																					
S05.008-B										X																																					
S06.001-B		X	X		X				X	X																																					
S06.101-B		X	X		X	X			X	X																																					
SD.241-B									X	X																																					
SD.242-B									X	X																																					
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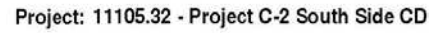
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Page 6

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Page 7

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## BID PACKAGES

DRCFA Initials:

<b>DOCUMENT Reference</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>Pages</b>
	13, 2013  Pre-Bid & Site Walk-thru: 3:00 p.m., Tuesday, February 26, 2013		
IIIb, C-2 FP	Design/Build Fire Protection  Bids Due Date: 11:00 a.m., Friday, April 26, 2013  Pre-Bid & Site Walk-thru: 1:30 p.m., Friday, April 12, 2013	04/05/2013	193
IIIb, C-2 Skilled Labor ONLY	Design/Build Fire Protection  Bids Due Date: 11:00 a.m., Friday, April 26, 2013  Pre-Bid & Site Walk-thru: NOT REQUIRED	04/05/2013	193
IIIb, C-2 ACM Abatement	Design/Build Fire Protection  Bids Due Date: 11:00 a.m., Friday, April 26, 2013  Pre-Bid & Site Walk-thru: 10:00 a.m., Friday, April 12, 2013	04/05/2013	145
IIIb, C-2 ACM Testing & Monitoring	ACM & Air Monitority  Bids Due Date: 11:00 a.m., Friday, April 26, 2013  Pre-Bid & Site Walk-thru: 10:00 a.m., Friday, April 12, 2013	04/05/2013	145
IIIb, C-2 HVAC RFP No. 1	Bid Due Date: 3:00 p.m., Friday, June 28, 2013  No Pre-Bid or Site Walk-Thru required  Bid Form, Appendices A-I, PO with Terms & Conditions, and Exhibits B – E REQUIRED	06/26/2013	102
IIIb, C-2 HVAC RFP No. 2	Bid Due Date: 11:00 a.m., Thursday, August 1, 2013  No Pre-Bid or Site Walk Thru required  Bid Form, Appendices A – I, PO with T & C, and Exhibits B – E REQUIRED	07/29/2013	

**BID ADDENDA**

Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

DOCUMENT Reference	DESCRIPTION	DATE	Pages
	<b>Bid Addenda and Document</b>		
IIIb, C-2 HVAC RFP No. 1 – BA-1	Bid Due Date DID NOT CHANGE.  Added Dishwasher Relocations Material	06/27/2013	11
IIIB, C-2 HVAC RFP No. 1 – BA-2	Bid Due Date DID NOT CHANGE.  Added “B” Vent Material	06/27/2013	12

**POST-BID ADDENDA**

DOCUMENT Reference	DESCRIPTION	DATE	Pages
	<b>Post-Bid Addenda and Documents</b>		
Reserved	Reserved	TBD	0 Pages

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**DETROIT REGIONAL CONVENTION FACILITY  
AUTHORITY (DRCFA)  
COBO CONFERENCE/EXHIBITION CENTER  
Phase IIIb Project C-2 Southside Renovation  
EXHIBIT "C"  
Indemnity and Insurance**

*Project: DRCFA Phase IIIb Project C-2 at:  
COBO Conference/Exhibition Center  
One Washington Blvd., Detroit, Michigan 48226*

The *Certificate Holder* is the DETROIT REGIONAL CONVENTION FACILITY AUTHORITY, c/o COBO Center, One Washington Blvd., Detroit, Michigan 48226.

The *Additional Named Insured* on the Owner's and either the Supplier's or Subcontractor's Protective Policy are:

1. City of Detroit;
2. Detroit Regional Convention Facility Authority;
3. COBO Conference/Exhibition Center;
4. SMG, Inc.;
5. Turner/Tooles, Joint Venture;
6. Turner Construction Company;
7. Tooles Contracting Group, L.L.C.; and
8. Jenkins Construction, Inc., and their respective subsidiaries, affiliates, officers, directors, employees, and agents.

The Project Reference is Phase IIIb Project C-2 COBO Conference/Exhibition Center. *See attached Certificate of Insurance sample to this Exhibit C.*

**Indemnity**

The Supplier or Subcontractor agrees to save harmless the Named Additional Insureds against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses or other consultants) which may be imposed upon, incurred by or asserted against the Named Additional Insureds by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortious act or omission of the Supplier or Subcontractor or any of its personnel, employees or agents, subcontractors, suppliers or any entities associated, affiliated or subsidiary to the Subcontractor, now existing or hereafter created, their agents and employees.
- b. Any failure by the Supplier or Subcontractor, or any of its personnel, managers, employees, consultants or subcontractors to perform their obligations, either expressed or implied under this Agreement.

Supplier or Subcontractor Initials: \_\_\_\_\_

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- c. Any act, failure to act or misrepresentation by the Supplier or Subcontractor, manager or any of its personnel, agents, employees, consultants, suppliers or subcontractors in connection with the Project.

In the event any action or proceeding is brought against the Named Additional Insureds or their agents, employees, elected officials, officers or Board members by reason of any claim covered hereunder, the Supplier or Subcontractor, upon notice from the affected party or parties, shall at the Supplier's or Subcontractor's sole expense and with counsel of the Supplier's or Subcontractor's choice, subject to approval of the affected party, resist and defend such action or proceeding on its or their behalf as the case may be. Anything contained in this section to the contrary notwithstanding, the Owner shall have the right to assert any claims against the Project or any portion thereof or the income generated there from as a result of acts described in subsections (a) through (b) above. Any liability of the Supplier or Subcontractor under this section shall not constitute Project costs and shall not be satisfied out of moneys designated for Project purposes.

In addition, the Supplier or Subcontractor agrees that it is its sole responsibility and not the responsibility of the Named Additional Insureds to safeguard the property, materials, equipment, and/or tools that are used in the Project.

The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Supplier or Subcontractor under worker's compensation acts or other employee benefit acts. In addition, the Supplier or Subcontractor agrees to hold the Named Additional Insured harmless from the payment of any deductible on any insurance policy.

The obligations of the Supplier or Subcontractor shall not extend to the liability of the Named Additional Insured, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Named Additional Insured, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

### **Insurance**

The Supplier or Subcontractor shall purchase and maintain such insurance as will protect it and the Named Additional Insureds from the claims set forth below, which may arise out of or result from the Supplier's or Subcontractor's operations pursuant to the Construction Contract Documents, whether such operations be by the Supplier or Subcontractor itself, by any Sub-Supplier or Sub-Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and which results in:

- a. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefits acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.

Supplier or Subcontractor Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

- c. Claims for damages because of bodily injury or death of any person other than its employees.
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an occurrence directly or indirectly related to the employment of a person by the Supplier or Subcontractor or (2) by any other person.
- e. Claims for damages because of damages to, or destruction of, tangible property, including loss of use thereof.
- f. Claims for damages because of any environmental mishaps, which may occur in connection with the identification and removal of hazardous waste located on the Project Site.
- g. 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.

The Supplier's or Subcontractor's Comprehensive General Liability Insurance shall include premises, per project, operations (including explosion, collapse and underground coverage), independent contractors, completed operations and blanket contractual liability coverage on all written Supplier Requisition/Purchase Orders or Subcontractor Subcontract Agreements, including broad form property damage coverage.

The Supplier's or Subcontractor's Comprehensive General and Automobile Liability Insurance, as required by this Agreement shall provide the following minimum coverage:

- a. Comprehensive General Liability
  - 1. Bodily Injury and Property Damage (Combined Limit) \$2,000,000.00  
Each Occurrence
  - 2. Umbrella including XCU and Products Completed Operations (Combined Limit) \$5,000,000.00  
Each Occurrence
- b. Comprehensive Automobile Liability
  - 1. Bodily Injury and Property Damage \$1,000,000.00  
Each Occurrence

The foregoing Comprehensive General Liability Insurance shall be carried under a single primary policy for at least the minimum coverage set forth above.

The Worker's Compensation insurance which shall be maintained and/or caused to be maintained by the Supplier or Subcontractor during the term of this Requisition/Purchase Order or Subcontract Agreement, shall be in accordance with Michigan's statutory requirements. The Supplier or Subcontractor shall also purchase and maintain employer's liability insurance which shall provide coverage of not less than \$500,000 for each occurrence. The Supplier or Subcontractor will ensure that its employees and those of all

Supplier or Subcontractor Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

Sub-suppliers and sub-subcontractors retains on the Project are covered by worker's compensation insurance as herein provided.

**Builder's Risk Insurance** – The Owner will provide Builder's Risk Insurance over \$25,000.00; however, the Supplier or Subcontractor is responsible for Builder's Risk Insurance up to and including \$25,000.00.

**Subcontractor's (or Supplier's) Pollution Liability Insurance** – The Subcontractor or Supplier will provided Pollution Liability Occurrence based Insurance coverage with all parties named above to be an 'Additional Insured' and with contingent transportation and contingent non-owned disposal site endorsements for the following amounts:

- a. \$2,000,000.00/occurrence; and
- b. \$5,000,000.00/aggregate.

**Errors and Omissions Insurance:** Throughout all phases of the Project and for a period of seven (7) years after final completion, the Design Professional shall keep in force, at its sole cost and expense, a professional liability insurance policy approved by the Owner and its Construction Manager with minimum limits of One Million and 00/100ths Dollars (\$1,000,000.00) in the aggregate. Professional errors and omissions coverage shall be endorsed to provide contractual liability coverage. Such policy shall provide that it may not be substantially modified or canceled without thirty (30) days' prior written notice to the Operator and Operator and that the insurance company shall promptly notify the Operator and its Construction Manager of any failure of the Design Professional to renew such policy as required hereunder. The Design Professional shall do all things necessary to keep the policy in full force and effect throughout all phases of the Project and for a period of seven (7) years from the date of final completion. The Design Professional shall deliver to the Operator a copy of the aforesaid policy at least once a year

The foregoing policies, except where prohibited by law, shall list the Named Additional Insureds and, all policies required herein, shall provide that the coverages afforded shall not be canceled, or changed in such a manner as to restrict or reduce coverage unless and until at least thirty (30) days prior written notice has been given to the Additional Named Insureds. Certificates of Insurance showing such coverages to be in force shall be filed with the Construction Manager prior to commencement of the Work, or as soon thereafter as possible, but in any event, prior to commencement of the Supplier's or Subcontractor's performance of the Work. The actual policies for the insurance coverages referred to herein, or certified copies thereof, shall be provided by the Supplier or Subcontractor to the Construction Manager as soon as such policies or copies are made available to the Supplier or Subcontractor.

**Owner's Liability Insurance**

The Owner shall not be required to purchase and maintain its own liability insurance, but shall be listed as an additional insured. The Supplier's or Subcontractor's insurance obligations, as required herein, are primary with respect to the Additional Named Insureds, and is not in excess over any insurance already carried by the Additional Named Insureds.

Supplier or Subcontractor Initials: \_\_\_\_\_

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**Subcontractor's Performance and Payment Bonds**

The Subcontractor shall post, unless waived in writing, payment and performance bonds prior to the award of this Agreement in the amount of 100% of the Project estimated cost ONLY when the total project cost, including payment and performance bonds, will equal or exceed fifty thousand and 00/100ths dollars (≥ \$50,000.00).

The performance and payment bonds shall be subject to the review and approval of the Owner and Construction Manager both as to form and sufficiency of coverage.

**Property Insurance Loss Adjustment**

Any insured loss shall be adjusted with the Authority and the Construction Manager and made payable to the Authority, the City and Construction Manager as trustees for the insureds, as their interests may appear.

Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest.

**Waiver of Subrogation**

To the extent permitted by the insurance carriers, the Named Additional Insureds and Supplier or Subcontractor waive all rights against each other and any and all Sub-Suppliers and Sub-subcontractors for damages caused by perils covered by insurance provided except such rights as they may have to the proceeds of such insurance held by the Named Additional Insureds and Subcontractor as trustee. The Supplier and Subcontractor shall require similar waivers from any and all Sub-Suppliers and/or Sub-subcontractors.

The Named Additional Insureds and Supplier or Subcontractor waive all rights against each other and any and all Sub-Suppliers and/or Sub-subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Supplier or Subcontractor shall require similar waivers from all Sub-Supplier and/or Sub-subcontractors.

If the policies of insurance referred to in this Exhibit C require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

**Safety:** Subcontractor is required to provide a Site Specific Safety Plan (the "Plan") PRIOR TO JOB MOBILIZATION for review by the Construction Manager *in conformance with the COBO Center Site-Specific Safety Program dated August 31, 2011*. Review by the Construction Manager of this Plan does not relieve the Subcontractor of its duties, responsibilities, etc. under the laws, rules, requirements, etc. which govern work safety at the job site. *In addition, ALL SUBCONTRACTORS owe to each other a duty to keep the construction premises SAFE.*

Supplier or Subcontractor Initials: \_\_\_\_\_

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1. This Subcontractor will attend a Pre-mobilization Safety Meeting and must be enrolled in the Authority's Owner Controlled Insurance Program PRIOR to the start of ANY work on the site. This includes any sub-tier labor.
2. This Subcontractor will submit current drug testing information according to the Owner's Site Specific Safety Plan dated 8-31-11 PRIOR to mobilization.
3. All employees of this Subcontractor will complete the Owner's Project Orientation PRIOR to the start of any work.
4. This Subcontractor's employees will attend, document and submit weekly "Toolbox Talks".

**Insurance:** Effective Monday, January 16, 2012, the DRCFA instituted an Owner Controlled Insurance Program (OCIP) administered by Marsh USA, Inc. *per the DRCFA Project Insurance Manual dated July 18, 2013* covering workers compensation and general liability. This Subcontractor is responsible for all other types and amounts of coverage including, but not limited to, Auto, Equipment Rental, Professional Liability, Pollution, and Builders Risk.

Supplier or Subcontractor Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

**DETROIT REGIONAL CONVENTION FACILITY  
AUTHORITY (DRCFA)  
COBO CONFERENCE/EXHIBITION CENTER  
Phase IIIb Project C-2 Southside Renovation  
EXHIBIT “D”  
SPECIAL CONDITION REQUIREMENTS**

**Project:** *DRCFA Phase IIIb Project C-2 at:  
COBO Conference/Exhibition Center  
One Washington Blvd., Detroit, Michigan 48226*

These terms and conditions apply to all Subcontractors and/or Suppliers that provide labor and/or material, for the benefit of the Detroit Regional Convention Facility Authority (Owner).

1. All activities of those companies contracting to supply labor and/or material for the benefit of the OWNER will conform to all existing security procedures and requirements as issued by the OWNER. Any and all security regulations and precautions required are to be instituted by the Subcontractor or Supplier. It is the Subcontractor's or Supplier's responsibility to obtain all such regulations and requirements before commencing the Work and to include the impact they may have on their bid price. No contractual extras will be awarded to the Subcontractor or Supplier, or his Sub-subcontractors and/or Supplier(s) for extra labor or materials associated with compliance of these regulations. The Subcontractor or Supplier will immediately institute additional operational directives issued to the Subcontractor or Supplier after commencement of work.
2. All items in the building are to be treated with caution and respect. Relocation or protection of any articles not part of the actual building structure is the responsibility of the Subcontractor. All Subcontractor activities will be halted should any violation of this requirement occur. The Subcontractor must anticipate requirements for the need to move collection items and give proper notice to the Facilities Engineering Director and/or Manager of work in that area. Vendors may not move or touch any work of art in the collection.
3. Subcontractor shall be required to provide a list of all employees and sub-contracted employees to work at the OWNER locations. Such list will provide full name, present address, social security number, and birthdate for each employee working in/around the building. Temporary identification badges will be issued when applicable. Such identification badges shall be worn at all times by those employees working in/around the building.
4. The Subcontractor will be responsible for an orderly entry and exit from the building and its grounds. A weekly work schedule shall be provided and approved by the

Subcontractor's Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

OWNER and Construction Manager. Such schedule will note date, day, time and hours of work.

5. All tool boxes, storage lockers, lunch boxes, etc. will be made available to and opened for inspection by the OWNER security officers, as required.
6. No smoking is allowed anywhere within the building, including the dock area where the compactor, packers, crates, etc are located.
7. The storage of any combustible materials associated with the construction or renovation work within, or on the site, is strictly forbidden without written consent by the office of Security Services. The storing or stockpiling of cutting or welding gas cylinders, paint and associated thinners, cleaning or adhesive solvents of a volatile nature, etc. must be approved in writing, stating the contents, quantity, volatility and storage location by the Facilities Engineering Director and/or Manager. Appropriate means of extinguishing are to be provided by the Subcontractor.
8. The OWNER workplace is covered by the *Michigan Right to Know Law*. The Subcontractor shall supply a copy of the Material Safety Data Sheet (MSDS) for any chemical used on the premises, whether or not it is subject to the control and regulations of the Michigan Occupational Safety and Health Act. The Subcontractor shall protect all OWNER employees from fumes, contact or other exposure hazards as noted on the OSHA-20 form. OWNER staff will review the MSDS information before the Subcontractor can bring such chemicals into the building to ensure the safety of the public and OWNER employees.
9. The Facilities Engineering Director and/or Manager must be notified prior to the deactivation of any fire detection or extinguishing device or system, in writing, at least twenty-four (24) hours in advance of intended system compromise. Failure to provide written notice within the designated lead time period will commit Subcontractor liability to any and all losses due to fire, smoke, or water flow, not reported by the disabled system.
10. The OWNER's fire extinguishers may not satisfy all local safety laws or ordinances or those stipulations of OSHA requiring the placement of same near cutting, welding, brazing, soldering, etc. The Subcontractor shall provide any additional fire extinguishers as required to meet all applicable safety codes and working conditions.
11. The Subcontractor, prior to welding, cutting, brazing, soldering, etc., shall obtain written approval from both the Facilities Engineering Director and/or Manager. An OWNER security officer must be present at the workstation to act as a fire watch. This fire watch will be maintained at least 30 minutes after work is completed. The Subcontractor is liable for the cost of this fire watch.
12. As soon as practical, and at least forty-eight (48) hours prior to a proposed power outage, the Subcontractor shall prepare and submit in writing a proposed schedule of utility or lighting power outages. The schedule shall include water, heat, and electrical outages. The Subcontractor shall only initiate such outages after having received written approval of the schedule from the Facilities Building Director and/or Manager, and proper documentation to the Facilities Engineering Director and/or Manager. In the event such an outage will decrease

Subcontractor's Initials: \_\_\_\_\_

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or eliminate the illumination level required for safe passage of any means of entrance or egress, the Subcontractor shall provide such temporary lighting to eliminate this condition.

13. The use of any vibratory, rotary (or combination thereof), power actuated, or similar such tool, which is capable of imparting high impact vibratory of shock energy to the structure, or its contents, must first have clearance from the Facilities Engineering Director and/or Manager. The Facilities Engineering Director and/or Manager will confer with the Office of Security Services, or others as the case may be, before any such equipment is used. The intent of this section is to eliminate damage to any detection systems, art works, etc. which is susceptible by design or location to such vibration.
14. The Subcontractor shall provide a construction schedule which will indicate those areas in which he will work, how long this work will be in progress and in what order he intends to pursue work in each area. This schedule will be submitted to the Facilities Engineering Director and/or Manager for approval. Written approval must be given the Subcontractor before any work can begin.
15. The Subcontractor will maintain a designated work area as a base of operations. The Facilities Engineering Director and/or Manager will approve this base of operations. The Subcontractor will use this room if available or an area for the Subcontractor's trailer where messages, calls, drawings, etc., and Subcontractor field contract availability can occur.
16. No OWNER carts or lifts may be used by Subcontractors under any circumstances.
17. The delivery of all materials, equipment, and/or tools to the job site will be pre-arranged and the Facilities Engineering Director and/or Manager notified, so that the location and time of loading/unloading is mutually acceptable to the OWNER and Subcontractor. Particular attention is called to the requirement of keeping clear at all times, the fire lanes which provide access to the OWNER in the event of fire, and the scrutiny by security by all removals from the site.
18. It is expected that the Subcontractor will make all arrangements for refuse disposal. This includes dumpsters, shovels, transport carts, etc. Use of the trash dumpsters or gondolas belonging to the OWNER or the building janitorial company for refuse disposal by the Subcontractor shall not be permitted only with prior written approval of the Facilities Engineering Director and/or Manager. Debris removals shall be coordinated with the Facilities Engineering Director and/or Manager and all debris shall be subject to inspection by the Security Office.
19. The OWNER maintains a recycling program. The Subcontractor is requested to break down cardboard boxes and place them in an appropriately labeled container on the dock.
20. The Subcontractor shall leave no means of egress, hallway, stairway (fire stair or not), etc., in any way less passable, than the condition in which he found same as left by the OWNER at any time during his period of work at the OWNER.
21. In the event of any occurrence deemed by the Office of Security Services, or other qualified administrative personnel, to constitute reason to evacuate the work location, or part, or all of the facility, the Subcontractor's employees shall follow directions given by these authorities. The Subcontractor shall be subject to their instructions pending return to activities.

Subcontractor's Initials: \_\_\_\_\_

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22. The Subcontractor shall not park any vehicles, owned or operated by his work forces, or those of any Subcontractor, sales representative, sub-Subcontractor, supplier, etc., within those parking areas designated as staff or visitor parking, or in any driveway, fire lane, walkway, etc., unless granted permission to do so from the Office of Security Services. It is the Subcontractor's responsibility to find and use off-site parking.
23. The Subcontractor shall include in his bid the cost of labor and materials to provide any fencing, barricading, signage, etc., as required to safe-off that area of his work whether within or outside the building to eliminate the liabilities of injury by movement through the space by staff or public visitors or any other service organization in the employ of the OWNER.
24. In the event that any member of the construction team discovers a potential fire hazard in existing electrical wiring, or any other system being modified by the work, the Subcontractor shall immediately report same, in writing, to the Office of Security Services. It is the intent of this section to provide the renovation areas with not only new equipment and systems of fire detection and extinction, but to provide the Subcontractor with the responsibility of reporting any existing safety deficiencies which might compromise life safety circumstances.
25. The Subcontractor shall designate a responsible member of his organization at the site whose duty shall include the prevention of accidents; fire safety; and collection preservation. This person shall be the Subcontractor's superintendent, unless otherwise designated in writing by the Subcontractor to the Office of Security Services.
26. The Subcontractor shall provide adequate temporary ventilation, whenever possible, to remove from the structure excessive humidity in enclosed portions of the work, and any dangerous, or noxious fume, or particles suspended in the air, resulting from his construction operations. The Subcontractor is hereby warned that excessive dust, or fumes, will activate the building fire alarm system by energizing particles of combustion detectors located in the spaces and the air handling systems.
27. The Subcontractor shall be accompanied by Construction Manager or its designate whenever the nature of his work demands investigation, or implementation, beyond the contract limits of work as shown on the bid documents.
28. The Subcontractor shall examine the site of proposed work and make all applicable recommendations concerning existing security system and fire system operations, which may be altered in any way by his method of carrying out the work. Particular attention is called for pre-work inspection of areas surrounding the "limits of work" as shown on the bid documents.
29. The OWNER telephones are not for the Subcontractor's use. If permission is given, their use shall be limited to only communications directly related to the Subcontractor's on-site project. Pay phones are available for personal and other business or the Subcontractor may have his own phone installed at his expense.
30. Should the Subcontractor find it necessary, or advantageous, to employ hand held walkie-talkies for the completion of his work, he shall receive written approval from the Office of Security Services to insure non-crossing of security channels and associated interference with the security system radio network.

Subcontractor's Initials: \_\_\_\_\_

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31. The Subcontractor shall not use any portion of the wet or dry sprinkler standpipe systems (fire hose connections or wall hydrants) or the wet or dry system inspector's test connections (I.T.C.) for water or any other purpose. Movement of water through the system will energize the building fire alarm system. The Subcontractor will be liable for costs due to any "nuisance" alarm, wet or dry system activation, and/or Fire Department and Fire Protection Contractor response to them.
32. Any activity or access required by the Subcontractor, whenever it occurs, must receive authorization to do so by the Facilities Engineering Director and/or Manager . Subcontractors will be accompanied through occupied space in the building by the OWNER or Construction Manager staff.
33. The Subcontractor shall not open any exterior window, wall surface, or any locked exterior, interior or storage room door without first contacting the Facilities Engineering Director and/or Manager and having a OWNER security officer present. Any access should be approved in advance with the Facilities Engineering Director and/or Manager.
34. Dust from construction operations shall not be permitted to migrate beyond the immediate construction area. Subcontractors shall provide and install temporary barriers having all joints and edges sealed to enclose the work area.
35. Subcontractor shall provide dust collecting floor mats at all points of entry and egress from the area where they are working. All personnel must wipe their feet when leaving the construction area so as not to track dust through the OWNER building(s). Wheels of carts and equipment leaving the work area must be cleaned of dust/debris so as not to leave tracks outside the work area. Any footprint, cart tracks, dust, or dirt tracked outside the temporary dust proof barrier must be immediately removed and cleaned up by the Subcontractor.
36. Tracking of dust or dirt outside the work area by OWNER personnel or by persons other than employees of the Subcontractor shall be reported immediately by the Subcontractor to the Owner's Representative.
37. All construction debris to be moved through the OWNER building(s) must be contained within a fully enclosed cart to prevent the spread of dust and dirt throughout the facility.
38. The construction area shall be swept using a sweeping compound on a daily basis or more frequently as necessary to keep floors reasonably clean and the area free of dust.
39. Subcontractor shall clean out floor electrical outlets of any construction dust and debris, maintain outlets in working order, and replace cap upon completion of work.
40. Upon completion of the work, the Subcontractor shall remove all materials, equipment, and debris from the site. Subcontractor shall sweep floors with sweeping compound and remove all drywall mud, paint splatters, and other foreign materials from floors. All paint droppings, spots, stains, and dirt shall be removed from all finished surfaces.
41. To protect the collection from unwanted intruders (bugs and vermin) that can cause damage to OWNER collections as well as to maintain the appearance of the facility, there is no eating, drinking or chewing gum except where designated. Subcontractors may not carry any

Subcontractor's Initials: \_\_\_\_\_

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food through nor eat in any spaces being used by customers or staff. An approved lunchroom site will be designated at the beginning of a project.

42. Make all other necessary penetrations (cores, etc.) and fire stop as required.
43. ID all equipment and provide copies of completed ID schedules consistent with all diagrams, schedules, and operation and maintenance manuals as part of this Subcontractor's close-out documentation.
44. Subcontractor to provide all training, training manuals, operating manuals and parts list associated with their Work.
45. Schedule and coordinate related Work with affected trades.
46. Schedule and coordinate your Work with the Facilities Engineering Director and/or Manager for any necessary shut down(s) to connect new system(s) to existing building system(s).
47. Provide acceptable, complete as-built drawings. Architect will ONLY provide architectural backgrounds in AutoCAD 2004 format.
48. This Subcontractor to remove all demoed material from site and properly dispose of. Any salvage value is due the Owner.
49. Subcontractor to protect area(s) of ingress and egress to and from building.
50. It is strongly recommended that the *Subcontractor document existing conditions* prior to the start of work.
51. Subcontractor must wear *HARD HATS, SAFETY VESTS, AND SAFETY GLASSES* at all times. Safety vests (lime green with reflective strips) are required for all road work and this Subcontractor MUST comply with MDOT, Wayne County, and City of Detroit requirements for such work.
52. This Subcontractor will provide acceptable labor wage rates in standard Associated General Contractor (AGC) labor wage rate format with amounts consistent with the AGC published "2010-2011 Official Wage List – As of August 1, 2010" or most recent version.
53. This Subcontractor will limit small tolls/consumables to two percent (2%) of total base wage (straight time only) plus benefits.
54. This Subcontractor's allowable mark-up is limited to ten percent (10%) of total labor plus burden.
55. This Subcontractor's allowable mark-up is limited to five percent (5%) of actual invoices from material and equipment suppliers including all applicable taxes.

Subcontractor's Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_



56. Where no actual invoices are available (e.g. owned equipment) standard rental rates will apply with no mark-up allowed.
57. This Subcontractor's allowable mark-up is limited to five percent (5%) on actual subcontractor or consultant's invoices and such must match subcontractor's sworn statement and waivers.
58. Subcontractor must provide a copy of current trade license(s), current State of Michigan and City of Detroit registrations and approvals along with the Subcontractor's federal identification number. This also applies to any and all companies the Subcontractor hires to deliver material, equipment, and/or tools to/from the referenced site.
59. Properly clean all areas of work and dispose of all waste associated with this Subcontractor's Work in container provided by Construction Manager.
60. Mobilize as required without additional expense to the OWNER or Construction Manager to complete the work specified and scheduled.
61. Photo identification is required at all times for all individuals associated with this work.
62. Building access is limited to the work area only. Any individual outside the work area will be removed from the job site.

**General Notes:**

1. Submittals/Shop Drawings on all work are required to be submitted and approved **PRIOR TO THE START OF THIS SUBCONTRACTOR'S WORK**. This includes, but is not limited to, engineered drawings acceptable to the Architect/Engineer and Construction Manager.
2. In addition, the Construction Manager will require all product data (seven (7) copies with one (1) clean, clear original) for materials/fixtures used in the execution of this Subcontractor's work.
3. Subcontractor shall complete any and all work during hours acceptable to the Facilities Engineering Director and/or Manager and the CM. In any event, the Subcontractor is responsible for the completion of the Project C-2 Work, including permits, inspections, etc. on or before **TBD**.
4. Subcontractor will provide as-built documentation along with any and all close out documentation required per the plans and specifications.
5. Coordinate all Work with other trades in conjunction with project superintendent.
6. Properly clean areas of work and dispose of all non-hazardous waste associated with this Subcontractor's work in dumpsters provided at the rear of Wayne Hall.
7. Provide clear, unexpired trade license(s) and clear copies of required permits.

**Safety:** Subcontractor is required to provide a Site Specific Safety Plan (the "Plan") **PRIOR TO JOB MOBILIZATION** for review by the Construction Manager *in conformance with the COBO Center Site-Specific Safety Program dated August 31, 2011*. Review by the Construction Manager of this Plan does not relieve the Subcontractor of its duties, responsibilities, etc. under the laws, rules, requirements, etc.

Subcontractor's Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_

which govern work safety at the job site. *In addition, ALL SUBCONTRACTORS owe to each other a duty to keep the construction premises SAFE.*

1. This Subcontractor will attend a Pre-mobilization Safety Meeting and must be enrolled in the Authority's Owner Controlled Insurance Program PRIOR to the start of ANY work on the site. This includes any sub-tier labor.
2. This Subcontractor will submit current drug testing information according to the Owner's Site Specific Safety Plan dated 8-31-11 PRIOR to mobilization.
3. All employees of this Subcontractor will complete the Owner's Project Orientation PRIOR to the start of any work.
4. This Subcontractor's employees will attend, document and submit weekly "Toolbox Talks".

**Insurance:** Effective Monday, January 16, 2012, the DRCFA instituted an Owner Controlled Insurance Program (OCIP) administered by Marsh USA, Inc. *per the DRCFA Project Insurance Manual dated July 18, 2013* covering workers compensation and general liability. This Subcontractor is responsible for all other types and amounts of coverage including, but not limited to, Auto, Equipment Rental, Professional Liability, Pollution, and Builders Risk.

Supplier's Initials: \_\_\_\_\_

DRCFA Initials: \_\_\_\_\_



One Washington Blvd. • Detroit, MI 48226 • 313.877.8111

Detroit Regional  
Convention Facility  
Authority Members:

Larry Alexander, *Chair*  
State of Michigan

Juliette Okotie-Eboh, *Vice-Chair*  
Wayne County

Michael W. Carroll, *Treasurer*  
Oakland County

Waymon Guillebeaux, *Secretary*  
City of Detroit

Joseph Abdoo  
Macomb County

**TO:** Cobo Center Capital Projects Contractors

**FROM:** Detroit Regional Convention Facility Authority

**DATE:** May 1, 2010

**RE:** Sales and Use Tax Exemptions for Tangible Personal Property to be Used  
in Connection with Improvement to Cobo Center

### Introduction

This memorandum identifies the sources of the sales and use tax exemptions for the purchase of tangible personal property to be used for improvements to Cobo Center and provides instructions for receiving those exemptions as a contractor.

### Sources of Exemption

At the time the Detroit Regional Convention Facility Authority was created, the General Sales Tax Act was amended to provide that the following category of sales is excluded from the sales tax:

Before January 1, 2014, the sale of tangible personal property for use in construction or renovation of a qualified convention facility under the regional convention facility authority act.

MCL 205.54d(m). Likewise, the Use Tax Act was amended to provide the following:

The tax levied under this act does not apply to tangible personal property acquired before January 1, 2014 by a person engaged in the business of altering, repairing, or improving real estate for others if the property is to be affixed to or made a structural part of a qualified convention facility under the regional convention facility authority act.

MCL 205.94z. Under the Regional Convention Facility Authority Act, Cobo Center is a "qualified convention facility." Therefore, under the amendments quoted above, the purchase of tangible personal property to be used in construction or renovation of Cobo is exempt from sales tax in Michigan and tangible personal property acquired before January 1, 2014 by a person engaged in the business of altering, repairing, or improving real estate for others if the property is to be affixed to or made a structural part of Cobo is exempt from use tax in Michigan.

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### Instructions for Claiming Exemption

The process for claiming the sales and use tax exemptions is fairly straightforward, and is described in the Department of Treasury's *Revenue Administrative Bulletin 2002-15*, which is available at [http://www.michigan.gov/documents/RAB2002-15\\_96132\\_7.pdf](http://www.michigan.gov/documents/RAB2002-15_96132_7.pdf) (the "Bulletin"). The Bulletin specifically addresses the process for "exemption claims based on the use of the acquired property or specified service." This would include exemptions based on the fact that the items purchased will be used for improvements to Cobo.<sup>1</sup> Two forms are required in order for you to receive the sales or use tax exemption:

- First, you will need a copy of Treasury Form 3520, the *Michigan Sales and Use Tax Contractor Eligibility Statement*. This is our certification to you that the project for which we have contracted with you qualifies for an exemption based on the nature of the facility. We have attached a completed and executed copy of Treasury Form 3520 for your use.
- Second, for each purchase, you will need to fill out Treasury Form 3372, the *Michigan Sales and Use Tax Certificate of Exemption*, which is attached with Treasury's instructions.
  - We have already checked the "one-time purchase" box under section 1 and we have inserted the "basis for exemption" at item number 11 under section 3 of the form.
  - For each purchase, you will need to fill out the vendor's name and address in section 1, and you will need to complete section 2 and the certification at section 4. In section 2, if all items purchased will be used for Cobo, check #1; if less than all items purchased will be used for Cobo, check #2 and identify the items that are being used for Cobo.

To receive the sales or use tax exemption, you should present both forms to the vendor at the time you purchase items for which you are claiming the exemption. We recommend that you make copies of both of the attached forms so they can be used for multiple purchases.

### Additional Information

Should you have any questions for the Authority, please feel free to contact \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_-\_\_\_\_.

This memorandum is provided as an informational resource for our contractors. It should not be considered legal advice. You should contact your attorney for any legal advice in connection with the matters addressed in this memorandum.

<sup>1</sup> Although the Bulletin predates the amendments to the General Sales Tax Act and the Use Tax Act quoted above, the procedures described in the Bulletin apply to all exemptions that are based on the status of a purchaser or the purpose for which goods or materials are being purchased.

## Michigan Sales and Use Tax Contractor Eligibility Statement

A real property contractor may use this form to obtain a statement from the property owner that materials to be affixed to and made a structural part of certain real property qualify for exemption based on facts within the control of the property owner. The property owner should complete the form and return it to the contractor who will submit this form to the supplier along with Michigan's Sales and Use Tax Certificate of Exemption, form 3372 at the time of purchase. Nothing in this statement should be construed to relieve a contractor from tax liability if it is found that the subject property does not qualify for the exemption.

PROPERTY OWNER STATES that materials will be affixed to and made a structural part of its real property and that the property owner is one of the following entities (Check the box that applies):

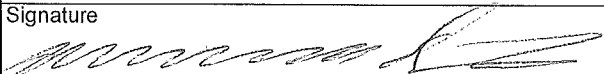
- ☐ **Nonprofit Hospital**  
Check this box only if the property owner meets the definition of hospitals contained in the Sales and Use Tax Acts MCL 205.54w and 205.94s, respectively.
- ☐ **Qualified Nonprofit Housing**  
Check this box only if the property owner is qualified under section 15a of the state housing development authority act of 1966. (Attach a copy of the Michigan Housing Development Authority ruling.)
- ☐ **Qualified Water Pollution Control Facility**  
(Attach a copy of the exemption certificate granted by the Michigan State Tax Commission.)
- ☐ **Qualified Air Pollution Control Facility**  
(Attach a copy of the exemption certificate granted by the Michigan State Tax Commission.)
- ☒ **Qualified Convention Facility**  
Check this box only if the property owner is qualified under the regional convention facility authority act pursuant to the Michigan Sales and Use Tax Acts MCL 205.54d(m) and MCL 205.94 (z), respectively. This exemption is limited to tangible personal property acquired before January 1, 2014.

- ☐ **Church Sanctuary**  
Check this box only if the property owner is a religious organization qualified under section 501(c)(3) of the Internal Revenue Code and the material will be affixed to the designated exempt portion of the building defined by law as a sanctuary that is or will upon completion be used predominantly and regularly for religious worship. (Attach verification of 501(c)(3) status from the Internal Revenue Service).

*Optional:* For a church sanctuary, a percentage can be used to determine the exempt portion of a piece of equipment or an order of materials to be used in taxable and nontaxable areas. The percentage is a fraction, the numerator of which is the square footage of the sanctuary and the denominator is the square footage of the entire building.

Square footage of sanctuary	Square footage of entire building
Percentage of the building that constitutes a sanctuary (rounded to the nearest one-hundredth)	

The undersigned property owner states that the attached documentation (if applicable) and the representations on this form are true and acknowledges that the contractor, the seller, and the State of Michigan may rely upon this form to determine qualifications for tax exemption.

Property Owner Name Detroit Regional Convention Facility Authority	Telephone Number (313) 877-8777
Property Street Address 1 Washington Blvd.	
City, State, ZIP Code Detroit, Mi. 48226	
Signature 	Date Signed 12-30-10

## Michigan Sales and Use Tax Certificate of Exemption

**DO NOT send to the Department of Treasury. Certificate must be retained in the Seller's Records.** This certificate is invalid unless all four sections are completed by the purchaser.

### SECTION 1: TYPE OF PURCHASE

- ☒ One-time purchase.  
Order or Invoice Number: \_\_\_\_\_
- ☐ Blanket certificate.  
Expiration Date (maximum of four years): \_\_\_\_\_
- ☐ Blanket Certificate, Recurring business relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address
---------------------------

### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☐ All items purchased
2. ☐ Limited to the following items: \_\_\_\_\_

### SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. ☐ For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_
2. ☐ For Lease. Enter Use Tax Registration Number: \_\_\_\_\_

The following exemptions DO NOT require the purchaser to provide a number:

3. ☐ For Resale at wholesale
4. ☐ Agricultural Production. Enter percentage: \_\_\_\_\_%
5. ☐ Industrial Processing. Enter percentage: \_\_\_\_\_%
6. ☐ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization)
7. ☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form)
8. ☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form)
9. ☐ Rolling Stock purchased by an Interstate Motor Carrier
10. ☒ Other (explain): Qualified Convention Facility

### SECTION 4: CERTIFICATION

*I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.*

Type of Business (see codes on page 2)	Business Name
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed

## Instructions for completing Michigan Sales and Use Tax Certificate of Exemption

The purchaser shall complete all four sections of the exemption certificate to establish a valid exemption claim. A seller must meet a "good faith" standard required by law. "Good faith" means that the seller received a completed and signed Certificate of Exemption from the purchaser. Sellers must retain the exemption certificates for a period of at least four years.

Michigan does not issue "tax exemption numbers". Sellers should not accept a number as evidence of exemption from sales or use tax. A purchaser who claims exemption for "resale at retail" or "for lease" must provide the seller with an exemption certificate and their sales tax license number or use tax registration number.

### SECTION 1:

Place a check in the box that describes how you will use this certificate.

- a) Choose "One time purchase" and include the invoice number this certificate covers.
- b) Choose "blanket certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.
- c) Choose "Blanket" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

### SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

### SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

### SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodation	09	Transportation
02	Agricultural	10	Utilities
03	Construction	11	Wholesale
04	Manufacturing	12	Advertising, newspaper
05	Government	13	Hospital
06	Rental or leasing	14	Educational
07	Retail	15	501c3 or 501c4
08	Church	16	Other

Print the name of the business, address, city, state and zip code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

**DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.**

**PHASE IIIa & Phase IIIb Projects**

## SECTION 00 8200 – APPENDIX 'A'

**(Required for Materials Supply/Delivery Purchase Orders/Contracts)**

## CONFLICT OF INTEREST STATEMENT

The Bidder hereby confirms that no owners, officers, or any employee is involved directly, or indirectly, in a business or other relationship with any official or employee of the City of Detroit, Wayne County, Oakland County, Macomb County or the Detroit Regional Convention Facility Authority in conflict with the Authority standards relating to Conflict of Interest.

The Bidder further confirms that no inducement to obtain this contract has been offered or provided to any official or employee of the City of Detroit, Wayne County, Oakland County, Macomb County or the Detroit Regional Convention Facility Authority in conflict with the Authority standards relating to Conflict of Interest.

---

BIDDER

END OF APPENDIX 'A'



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

**Employer identification number**

			-							
--	--	--	---	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SECTION 00 8200 – APPENDIX 'C'

(Required for Materials Supply/Delivery Purchase Order/Contracts)

## CERTIFICATION AS TO CRIMINAL AND CIVIL LIABILITY

The undersigned, the \_\_\_\_\_ of \_\_\_\_\_ (the "Company"), being a duly authorized representative of the Company and having knowledge as to the matters addressed herein, hereby certifies that neither the Company, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Michigan, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the Company's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes, or similar laws.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated \_\_\_\_\_, 2013

END OF APPENDIX 'C'

**PHASE IIIa & Phase IIIb Projects**

## SECTION 00 8200 – APPENDIX 'D'

**(Required for Material Supply/Delivery Purchase Order/Contracts)**

## PROPOSAL INFORMATION TO BE FURNISHED BY BIDDER

If the Contractor is an individual, so state, individual's name:

---

If the Contractor is an individual d/b/a, list company and provide the individual's name:

---

If the Contractor is a partnership, give the names of the individual members:

---

If the Contractor is a corporation, give the names of the individual Officers and the Board of Directors:

## BOARD OF DIRECTORS

## OFFICERS

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Give the state in which it is organized and the location of its main office

---

If the state is not in Michigan, has a license been secured to do business in Michigan?

---

If the Contract is a co-partnership, each member must sign the proposal form.

**PHASE IIIa & Phase IIIb Projects**

A corporation must execute the proposal form by its duly authorized officer(s) in accordance with its articles of incorporation.

**END OF APPENDIX 'D'**



**PHASE IIIa & Phase IIIb Projects**

## SECTION 00 8200 – APPENDIX 'E'

**(Required for Material Supply/Delivery Purchase Order/Contracts)**

CERTIFICATE TO BE EXECUTED BY CORPORATE BIDDER

I, \_\_\_\_\_  
\_\_\_\_\_

(SPECIFY OFFICE)

of the corporation named as Bidder in the within proposal; that I have signed the said proposal on behalf of the corporation; and that I am authorized to execute the same on behalf of said corporation; and that I am authorized to execute the same on behalf of said corporation by the authority of its Board of Directors.

\_\_\_\_\_  
NAME OF CORPORATION

(Corporate Seal)

THE PERSON CERTIFYING  
ABOVE MUST SIGN HERE

WITNESS:

\_\_\_\_\_

If not corporation, indicate organization type here:

\_\_\_\_\_

**END OF APPENDIX 'E'**



**PHASE IIIa & Phase IIIb Projects**

## SECTION 00 8200 – APPENDIX 'F'

**(Required for Material Supply/Delivery Purchase Order/Contracts)**

## DETROIT REGIONAL CONVENTION FACILITY AUTHORITY REQUIREMENTS

The Detroit Regional Convention Facility Authority is subject to Public Act 554 of 2008, as amended by House Bill 4998 of 2009. This creates certain requirements and obligations on the Authority. Therefore all provisions of that legislation apply to this contract and are binding on this Contractor.

Bidders may access copies of the relevant Act and legislation through the Construction Manager or the Authority.

ACKNOWLEDGED:

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END OF APPENDIX 'F'

**“Buy American” Requirements**

This project is funded through the American Recovery and Reinvestment Act of 2009 (ARRA) and as a condition of submitting a bid to complete work on this project your company acknowledges that all permanent materials supplied for this project shall comply with the “Buy American” provisions of Section 1605 of Division A, Title XVI of the ARRA.

Section 1605 requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a public building or public work funded in whole or in part by funds made available under the ARRA be produced in the United States unless this requirement is waived (in writing) by the appropriation federal agency.”

We hereby acknowledge and will comply with the above outlined ARRA requirements:

---

Authorized Signatory

---

Date

End of Appendix G

### Drug Free Workplace Requirements

This project is funded through the American Recovery and Reinvestment Act of 2009 (ARRA) and as a condition of submitting a bid to complete work on this project your company acknowledges that all organizations participating under this contract shall be in compliance with the Drug Free Workplace (DFWP) Act of 1988. By this notice, the contractor will be required to provide a drug free workplace in accordance with the Act. The contractor is required to be knowledgeable and monitor their compliance with the Act. To assist the Contractor, the main components of the Act include the following;

- Publish and give a policy statement to employees informing them of the prohibition of controlled substances in the workplace and specifying the actions that will be taken when any violations occur.
- Establish a drug-free awareness program that raises awareness of;
  - The dangers of drug abuse in the workplace;
  - The policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation and employee assistance programs; and that,
  - Penalties that may be imposed.
- Notify employees that they must abide by the terms of this policy and are required to notify their employer within five days of a conviction on a criminal drug violation.
- The employer will impose a penalty or require satisfactory participation in a drug abuse assistance/rehabilitation program by any employee convicted of a reportable workplace drug conviction.
- Make an on-going, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.
- Contractors who fail to comply with these requirements may be subject to penalties under the Act.

We hereby acknowledge and will comply with the above outlined ARRA requirements:

---

Authorized Signatory

---

Date

End of Appendix H

## **APPENDIX I**

### **Iran Economic Sanctions Act of 2012**

The purpose of the Iran Economic Sanctions Act of 2012 (the 'Act') is to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with the State of Michigan and any political subdivisions or public entities of this state such as the Detroit Regional Convention Facility Authority (the 'Authority'). The Act requires bidders to submit this Certification of Eligibility with the bid and provides a method for the Attorney General to seek sanctions against bidders who submit false certifications.

#### **General Requirements of the Act**

Beginning April 1, 2013, the Authority must require any and all bidders that respond to a request for proposal (RFP) with the Authority to certify that it is not an "Iran linked business." This requirement applies to all bidders, including, but not limited to, individuals, corporations, companies, limited liability companies, business associations, partnerships, societies, trusts, or any other non-governmental entity, organization, or group.

The Act defines an "Iran linked business" as: (1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquify natural gas for the energy sector of Iran; or (2) a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the Authority determines that a bidder has submitted a false certification, the Authority must provide the bidder with written notice of its determination and of the intent not to enter into or renew a contract with the bidder. The notice shall include information on how to contest the determination and specify that the bidder may become eligible for a future a contract with the Authority if the bidder ceases the activities that caused it to be an "Iran linked business." The bidder shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a bidder does not make that demonstration within 90 days after receipt of the notice, the Authority may terminate any existing contract and shall report the name of the bidder to the Attorney General together with information supporting the determination that the certification was false. The Attorney General may bring a civil action against any bidder reported to have given a false certification. If a civil action results in a finding that the bidder submitted a false certification, the bidder is responsible for a civil penalty of not more than \$250,000 or two times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Authority's investigation, and reasonable attorney fees, in addition to the fine. A bidder who submits a false certification shall be ineligible to bid on

a request for proposal for three years from the date the Authority determines that the bidder has submitted the false certification.

The undersigned, duly authorized by the Corporation, LLC, etc. named as Bidder in the attached proposal, hereby certifies to the Authority **that it is not an Iran linked business as required by State of Michigan Public Act 517 of 2012.**

\_\_\_\_\_  
(name of Corporation)

\_\_\_\_\_  
(name of authorized individual)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Note:** the Authority is required to review the certification to ensure compliance with the Act in addition to the review of all other qualifications submitted in response to the bid. If the Authority receives credible information that the certification is false, it is required to provide notice to the bidders as set forth above.

***End of Appendix I***