

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

FOR THE

CITY OF EASTPOINTE

2022-2023 DWRF WATER MAIN REPLACEMENT PROJECT

DWRF PROJECT NO. 7622-01

AEW NO. 0145-0641

MAY 2022

OWNER:

**City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021**

2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT

CITY OF EASTPOINTE

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ADVERTISEMENT FOR BIDS

**CITY OF EASTPOINTE
2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
DWRP PROJECT NO. 7622-01
AEW PROJECT NO. 0145-0641**

RECEIPT OF BIDS

The City of Eastpointe will receive electronic bid submittals **only** until **2:00 pm, local time on Thursday, June 23, 2022**. All bidders must submit their proposal, all attachments, and any modifications or withdrawals electronically through BidNet. The bidder must submit copies of documents as a PDF. Bidder's failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**. BidNet will not allow a proposal to be submitted after the proposal deadline identified in the solicitation, even if a portion of the proposal has been updated. **E-mailed bid submissions will NOT be accepted**.

Questions on how to submit information or how to navigate the BidNet system should be referred to BidNet. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments. Complete submission of the bid is the responsibility of the bidder.

Bids will be opened and read aloud on Thursday, June 23, 2022 at 2:00pm in the Council Chambers of Eastpointe City Hall located at 23200 Gratiot Avenue, Eastpointe, Michigan 48021.

DESCRIPTION OF WORK

This project consists of the replacement of water main along the following streets:

- 8 inch water main along Beechwood from Juliana to 9 Mile Road
- 18 inch water main along the west side of Gratiot Ave from 8 Mile Road to 9 Mile Road

in addition to water service transfers, replacement of lead and galvanized water services from the water main to the water meter inside the home per EGLE's current Lead and Copper Rule, pavement, driveway and sidewalk restoration and sod restoration.

In addition, is the replacement of lead and galvanized water services located along Tuscany Avenue from Toepfer to 9 Mile Road.

The approximate quantities for the major items of work involved in this project are as follows:

Sidewalk, Rem	7,630 Syd
Aggregate Base, 4 inch	660 Syd
Aggregate Base, 6 inch	4,550 Syd
HMA, 5EML	275 Ton
Conc Base Cse, Nonreinf, 9 inch	1,650 Syd
Conc Pavt, Misc, Nonreinf, 8 inch	450 Syd
Pavt Repr, Nonreinf Conc, 8 inch	850 Syd
Pavt Repr, Rem, Modified	5,450 Syd
Driveway, Nonreinf Conc, 6 inch	725 Syd
Driveway, Nonreinf Conc, 8 inch	1,915 Syd
Sidewalk, Conc, 4 inch	47,290 Sft
Sidewalk, Conc, 6 inch	4,615 Sft
Sidewalk, Conc, 8 inch	5,900 Sft
Gate Well, Rem	29 Ea
Hydrant, Rem	20 Ea
Water Main, D.I., CL 54, 8 inch, Tr Det G	5,264 Ft
Water Main, D.I., CL 54, 18 inch, Tr Det G	5,800 Ft
Fire Hydrant	32 Ea
Gate Valve and Box, 8 inch	19 Ea
Gate Valve and Well, 18 inch	14 Ea
Water Main Connection, 6 inch	6 Ea
Water Main Connection, 8 inch	14 Ea
Water Main Connection, 12 inch	4 Ea
Water Main Connection, 24 inch	2 Ea
Water Serv	127 Ea
Water Serv, 1.5 Inch	8 Ea
Water Serv, 2 inch	4 Ea
Water Serv, Modified	46 Ea
Water Serv, Long	25 Ea
Water Serv, Special	160 Ea

PRE-BID MEETING:

A mandatory pre-bid meeting will be held at the City of Eastpointe City Hall at 10:00 A.M. on Tuesday, June 7, 2022.

PLANS AND SPECIFICATIONS

Plans and Specifications may be obtained at www.bidnetdirect.com after **1:00**

pm on Monday, May 23, 2022. Documents will only be available through the BidNetDirect site. Bids may be rejected unless made on the forms as included with the bidding documents.

BID SECURITY

A certified check, or the included Bid Bond, executed by the Bidder and a surety company, payable to the City of Eastpointe, in an amount at least equal to five percent (5%) of the bid, shall be submitted with each bid.

WITHDRAWAL OF BIDS

No bid may be withdrawn for a period of sixty (60) calendar days after the receipt of bids.

State and Federal Regulations

Attention is called to the fact that portions of this project will be funded with Drinking Water Revolving Fund funds. Not less than the minimum salaries and wages set forth in the Contract Documents must be paid for those locations. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity and Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity. Contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Responsible Bidders which are Certified DBE or Section 3 Business Concerns may be given preference when evaluating bids.

Contractor must comply with the Davis Bacon Act July 2nd, 1964 (Title 40s 276A). The Equal Employment Opportunity Act September 28, 1965 No. 11246, all United States Department of Labor Relations and Standard Title 29, 1, 3 and 5, and Title 1, U.S.C., Section 874 known as "Anti-Kickback Act" and the Federal Occupational Safety and Health Act of 1970.

AWARD OF CONTRACT

The City of Eastpointe reserves the right to reject any or all bids and/or to waive any irregularities in the bidding. The successful Bidder will be required to furnish satisfactory performance, payment, maintenance and guarantee bonds and insurance certificates.

BY: CITY CLERK'S OFFICE
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

DATED: MAY 2022

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. An itemized list of the Bidder's equipment available for use on the proposed Contract.

B. A list of Bidder's key personnel who would be assigned to the Project, including their experience. Additionally, identify the likely project manager and superintendent responsible for making project decisions.

C. A listing of the major parts of the work which are proposed to be sub-let along with reference information for each subcontractor.

D. A proposed construction schedule based upon starting construction within ten (10) days of receiving the Notice to Proceed.

E. Such additional information that will enable the Owner to determine whether or not the Bidder is adequately prepared to fulfill the obligations of the Contract.

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

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. technical data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify technical data, the default definition of technical data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference, if any, will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Attendance may be mandatory as stated in the Invitation or Advertisement to Bid. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda, mailed, delivered, sent via facsimile, or transmitted electronically, to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and exercise its rights under the Bid Bond. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or the bid acceptance period, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, if any, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for various portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase or Bid Price.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.

- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner's office as identified in the Bid Form.

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder whose Bid is in the best interests of the Project.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in Calendar Days) times the rate for liquidated damages (in dollars per day).
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders (No. C-200, 2002 Edition) as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Instructions to Bidders have the meanings stated in the General Conditions.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

I-7.01 Amend the third sentence of Paragraph 7.01 to read as follows:

Questions received less than five days prior to the date for opening of bids may not be answered.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

I-19.06 Add the following new paragraph immediately after Paragraph 19.05.

If, at the time this Contract is to be awarded, the lowest bid submitted exceeds the amount of funds available to finance the Contract, the Owner reserves the right to delete portions of the project to produce a new amount which is within the limit of available funds.

BID FORM

CITY OF EASTPOINTE

2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT

DWRP PROJECT NO. 7622-01

AEW PROJECT NO. 0145-0641

BID SUBMITTED BY: _____
Company Name

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City Clerk's Office
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the Owner's decision to proceed with the Project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- L. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project and to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- M. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sewer and appurtenant work in areas that have been previously developed.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CITY OF EASTPOINTE
2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
DWRP PROJECT NO. 7622-01
AEW PROJECT NO. 0145-0641**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
BEECHWOOD					
1.	Mobilization, 3% Max.	1	LS	\$ _____	\$ _____
2.	_ Reimbursable Permit Fees	1	Dlr	1,000.00	1,000.00
3.	_ Traffic Control and Maintenance	1	LS	_____	_____
4.	Tree, Rem, 19 inch to 36 inch	2	Ea	_____	_____
5.	Tree, Rem, 37 inch or Larger	2	Ea	_____	_____
6.	_ Tree Root Trimming	6	Ea	_____	_____
7.	_ Gas Main Abandon, Rem	50	Ft	_____	_____
8.	Sidewalk, Rem	2,800	Syd	_____	_____
9.	Erosion Control, Inlet Protection, Fabric Drop	36	Ea	_____	_____
10.	Aggregate Base, 6 inch	985	Syd	_____	_____
11.	Maintenance Gravel	500	Ton	_____	_____
12.	Dr Structure Cover, Adj, Case 1	3	Ea	_____	_____
13.	HMA Surface, Rem	18	Syd	_____	_____
14.	Lane Tie, Epoxy Anchored	500	Ea	_____	_____
15.	Pavt Repr, Nonreinf Conc, 8 inch	985	Syd	_____	_____
16.	_ Pavt Repr, Rem, Modified	1,975	Syd	_____	_____
17.	Driveway, Nonreinf Conc, 6 inch	725	Syd	_____	_____
18.	_ Driveway, Nonreinf Conc, 4 inch	315	Syd	_____	_____
19.	Detectable Warning Surface	210	Ft	_____	_____
20.	Curb Ramp Opening, Conc	232	Ft	_____	_____
21.	Sidewalk, Conc, 4 inch	19,800	Sft	_____	_____
22.	Sidewalk, Conc, 6 inch	4,615	Sft	_____	_____
23.	Curb Ramp, Conc, 4 inch	630	Sft	_____	_____

CITY OF EASTPOINTE
2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
DWRP PROJECT NO. 7622-01
AEW PROJECT NO. 0145-0641

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
BEECHWOOD					
24.	_Curb Ramp, Conc, 8 Inch	800	Sft	_____	_____
25.	Sodding	2,500	Syd	_____	_____
26.	Topsoil Surface, Furn, 3 inch	2,500	Syd	_____	_____
27.	Water, Sodding/Seeding	200	Unit	_____	_____
28.	Fire Hydrant	16	Ea	_____	_____
29.	Gate Valve and Box, 8 inch	8	Ea	_____	_____
30.	Gate Well, Rem	7	Ea	_____	_____
31.	Hydrant, Rem	6	Ea	_____	_____
32.	Water Serv	92	Ea	_____	_____
33.	Water Serv, Long	24	Ea	_____	_____
34.	_Free Bore	50	Ft	_____	_____
35.	_Irrigation Pipe	200	Ft	_____	_____
36.	_Water Main, D.I., CL 54, 8 inch, Tr Det G	4,939	Ft	_____	_____
37.	_Mismarked Water Services	24	Hr	_____	_____
38.	_Gate Well Cover, Adj, Case 1	1	Ea	_____	_____
39.	_Sprinkler Head	25	Ea	_____	_____
40.	_Water Main Connection, 12 inch	2	Ea	_____	_____
41.	_Water Main Connection, 3 inch	1	Ea	_____	_____
42.	_Water Main Connection, 6 inch	3	Ea	_____	_____
43.	_Water Main Connection, 8 inch	4	Ea	_____	_____
44.	_Water Serv, Modified	47	Ea	_____	_____
45.	_Water Serv, Special	66	Ea	_____	_____
46.	_Water Serv, Special, 21749 Beechwood	1	Ea	_____	_____
47.	_Water Main, Abandon	1	LS	_____	_____
48.	Sanitary Structure Cover, Adj, Case 1	1	Ea	_____	_____
49.	_Sanitary Sewer Lead Repair	20	Ea	_____	_____

**CITY OF EASTPOINTE
 2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
 DWRP PROJECT NO. 7622-01
 AEW PROJECT NO. 0145-0641**

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
BEECHWOOD					
50.	_Audio Visual Record of the Construction Influence Area	1	LS	_____	_____
51.	_Rubbish Pickup	1	LS	_____	_____

Total of Base Bid Prices - Beechwood \$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

CITY OF EASTPOINTE
2022-2023 DWRF WATER MAIN REPLACEMENT PROJECT
DWRF PROJECT NO. 7622-01
AEW PROJECT NO. 0145-0641

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
GRATIOT					
1.	Mobilization, 3% Max.	1	LS	\$ _____	\$ _____
2.	_ Reimbursable Permit Fees	1	Dlr	1,000.00	1,000.00
3.	_ Traffic Control and Maintenance	1	LS	_____	_____
4.	Tree, Rem, 6 inch to 18 inch	10	Ea	_____	_____
5.	Dr Structure, Rem	4	Ea	_____	_____
6.	Sewer, Rem, Less than 24 inch	430	Ft	_____	_____
7.	_ Gas Main Abandon, Rem	100	Ft	_____	_____
8.	Sidewalk, Rem	4,250	Syd	_____	_____
9.	Erosion Control, Inlet Protection, Fabric Drop	35	Ea	_____	_____
10.	Aggregate Base, 4 inch	660	Syd	_____	_____
11.	Aggregate Base, 6 inch	3,700	Syd	_____	_____
12.	Maintenance Gravel	600	Ton	_____	_____
13.	Sewer, Cl IV, 12 inch, Tr Det B	380	Ft	_____	_____
14.	_ Sewer Bulkhead, 12 inch	1	Ea	_____	_____
15.	Dr Structure Cover, Adj, Case 1	13	Ea	_____	_____
16.	Dr Structure, 48 inch dia	4	Ea	_____	_____
17.	Dr Structure, Tap, 12 inch	2	Ea	_____	_____
18.	HMA Surface, Rem	1,750	Syd	_____	_____
19.	HMA, 5EML	275	Ton	_____	_____
20.	Conc Base Cse, Nonreinf, 9 inch	1,650	Syd	_____	_____
21.	Conc Pavt, Misc, Nonreinf, 8 inch	400	Syd	_____	_____
22.	Lane Tie, Epoxy Anchored	800	Ea	_____	_____
23.	_ Pavt Repr, Rem, Modified	3,600	Syd	_____	_____
24.	Driveway, Nonreinf Conc, 8 inch	1,700	Syd	_____	_____
25.	Detectable Warning Surface	140	Ft	_____	_____
26.	Curb Ramp Opening, Conc	200	Ft	_____	_____
27.	Sidewalk, Conc, 4 inch	27,750	Sft	_____	_____

CITY OF EASTPOINTE
2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
DWRP PROJECT NO. 7622-01
AEW PROJECT NO. 0145-0641

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
GRATIOT					
28.	Sidewalk, Conc, 8 inch	5,900	Sft	_____	_____
29.	Curb Ramp, Conc, 4 inch	760	Sft	_____	_____
30.	_Brick Pavers, Rem, Salv	2,600	Sft	_____	_____
31.	_Brick Pavers, Rem, Salv, Replace	2,325	Sft	_____	_____
32.	_Curb Ramp, Conc, 8 Inch	1,800	Sft	_____	_____
33.	Sodding	8,100	Syd	_____	_____
34.	Topsoil Surface, Furn, 3 inch	8,100	Syd	_____	_____
35.	Water, Sodding/Seeding	500	Unit	_____	_____
36.	Fire Hydrant	17	Ea	_____	_____
37.	Gate Valve and Box, 8 inch	10	Ea	_____	_____
38.	Gate Valve and Box, 12 inch	1	Ea	_____	_____
39.	Gate Well, Rem	22	Ea	_____	_____
40.	Hydrant, Rem	14	Ea	_____	_____
41.	Water Serv	34	Ea	_____	_____
42.	_Free Bore	100	Ft	_____	_____
43.	_Irrigation Pipe	300	Ft	_____	_____
44.	_Water Main, D.I., CL 54, 12 inch, Tr Det G	24	Ft	_____	_____
45.	_Water Main, D.I., CL 54, 18 inch, Tr Det G	5,800	Ft	_____	_____
46.	_Water Main, D.I., CL 54, 8 inch, Tr Det G	325	Ft	_____	_____
47.	_Mismarked Water Services	30	Hr	_____	_____
48.	_Gate Valve and Well, 18 inch	14	Ea	_____	_____
49.	_Sprinkler Head	25	Ea	_____	_____
50.	_Valve Box, Rem	4	Ea	_____	_____
51.	_Water Main Connection, 12 inch	2	Ea	_____	_____
52.	_Water Main Connection, 16 inch	1	Ea	_____	_____
53.	_Water Main Connection, 24 inch	2	Ea	_____	_____

**CITY OF EASTPOINTE
 2022-2023 DWRF WATER MAIN REPLACEMENT PROJECT
 DWRF PROJECT NO. 7622-01
 AEW PROJECT NO. 0145-0641**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
GRATIOT					
54.	_ Water Main Connection, 6 inch	4	Ea	_____	_____
55.	_ Water Main Connection, 8 inch	10	Ea	_____	_____
56.	_ Water Serv, 1.5 inch	8	Ea	_____	_____
57.	_ Water Serv, 2 inch	4	Ea	_____	_____
58.	_ Water Serv, Special	4	Ea	_____	_____
59.	_ Water Main, Abandon, 24 inch	1	LS	_____	_____
60.	_ Water Main, Abandon, 8 inch	1	LS	_____	_____
61.	_ Audio Visual Record of the Construction Influence Area	1	LS	_____	_____
Total of All Bid Prices - Gratiot					\$ _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**CITY OF EASTPOINTE
 2022-2023 DWRP WATER MAIN REPLACEMENT PROJECT
 DWRP PROJECT NO. 7622-01
 AEW PROJECT NO. 0145-0641**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
TUSCANY					
1.	Mobilization, 3% Max.	1	LS	\$ _____	\$ _____
2.	Sidewalk, Rem	580	Syd	_____	_____
3.	Maintenance Gravel	100	Ton	_____	_____
4.	Sidewalk, Conc, 4 inch	5,160	Sft	_____	_____
5.	Sodding	960	Syd	_____	_____
6.	Topsoil Surface, Furn, 3 inch	960	Syd	_____	_____
7.	Water, Sodding/Seeding	80	Unit	_____	_____
8.	_Irrigation Pipe	100	Ft	_____	_____
9.	_Mismarked Water Services	16	Hr	_____	_____
10.	_Water Serv, Special	86	Ea	_____	_____
11.	_Sprinkler Head	20	Ea	_____	_____
Total of All Bid Prices - Tuscany					\$ _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 15, 2023 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 13, 2023.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Project References;
 - D. Statement of Qualifications;

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: *[Signature]* _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: _____

Attest: *[Signature]* _____

[Printed name] _____

Submittal Date: _____

Address for giving notices: _____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

BID

Bid Due Date:

Description (*Project name – Include Location*): 2022-2023 DWRP Water Main Replacement Project
City of Eastpointe
AEW Project No. 0145-0641

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

General nature of work performed by your company _____

KEY PERSONNEL:

<i>Name</i>	<i>Position</i>	<i>Years Experience</i>	<i>Years with Company</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MAJOR EQUIPMENT:

<i>Equipment</i>	<i>Manufacturer</i>	<i>Model No.</i>	<i>No.</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CURRENT PROJECTS UNDER CONTRACT:

<i>Project Name</i>	<i>Location</i>	<i>Contract Amt</i>	<i>Completion Date</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract?

If yes, where and why?

I hereby certify that the above answers are correct and true.

By: _____
Signature

Name

Title

Number of additional sheets attached _____

SUBCONTRACTOR LISTING

Bidder agrees to use the following Subcontractors for the performance of the work of their respective trades unless otherwise approved in writing by the Owner prior to signing of the Contract. Bidder is aware of the Subcontract Provisions.

<i>PORTION OF WORK</i>	<i>NAME, ADDRESS & PHONE NO. OF CONTRACTOR</i>	<i>APPROXIMATE DOLLAR VALUE OF SUBCONTRACT</i>
	Name: _____ Address: _____	
	Phone: _____	
	Name: _____ Address: _____	
	Phone: _____	
	Name: _____ Address: _____	
	Phone: _____	
	Name: _____ Address: _____	
	Phone: _____	
	Name: _____ Address: _____	
	Phone: _____	
	Name: _____ Address: _____	
	Phone: _____	

PROJECT REFERENCES

Bidder has completed the following projects in the past 5 years of similar size and scope to this project.

Project: _____	Project: _____
Owner: _____	Owner: _____
Contact Person: _____	Contact Person: _____
Phone: _____	Phone: _____
Contract Amount: _____	Contract Amount: _____
Date Completed: _____	Date Completed: _____
Project: _____	Project: _____
Owner: _____	Owner: _____
Contact Person: _____	Contact Person: _____
Phone: _____	Phone: _____
Contract Amount: _____	Contract Amount: _____
Date Completed: _____	Date Completed: _____
Project: _____	Project: _____
Owner: _____	Owner: _____
Contact Person: _____	Contact Person: _____
Phone: _____	Phone: _____
Contract Amount: _____	Contract Amount: _____
Date Completed: _____	Date Completed: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Eastpointe

23200 Gratiot Avenue, Eastpointe, Michigan 48021 (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2022-2023 DWRP Water Main Replacement Project

ARTICLE 2 –THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project consists of the replacement of water main along the following streets: 8 inch water main along Beechwood from Juliana to 9 Mile Road, 18 inch water main along the west side of Gratiot Ave from 8 Mile Road to 9 Mile Road in addition to water service transfers, replacement of lead and galvanized water services from the water main to the water meter inside the home per EGLE’s current Lead and Copper Rule, pavement, driveway and sidewalk restoration and sod restoration.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Anderson, Eckstein and Westrick, Inc.

3.02 The Owner has retained Anderson, Eckstein and Westrick, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before September 15, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 13, 2023.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

- B. Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities): _____
_____.
- C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Engineer shall prepare recommendations for Payment in accordance with Article 15 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make Progress Payments on account of the Contract Price on the basis of Engineer's Recommendation for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90%) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

- 7.01 All amounts not paid when due shall bear interest in accordance with the provisions of Act 524 of the Michigan Public Acts of 1980.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Maintenance and Guarantee Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 9, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 55 sheets with each sheet bearing the following general title: 2022-2023 DWRP Water Main Replacement Project, AEW Project No. 0145-0641.
 - 9. Addenda (numbers ___ to ___, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 12, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Contract Modifications.
 - c. Contract Notifications.
 - d. Work Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF EASTPOINTE _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Eastpointe _____

23200 Gratiot Avenue _____

Eastpointe, Michigan 48021 _____

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* 2022-2023 DWRP Water Main Replacement Project
City of Eastpointe
AEW Project No. 0145-0641

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner

the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts

received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Eastpointe
 23200 Gratiot Avenue
 Eastpointe, Michigan 48021

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
 Amount:

Description *(name and location):* 2022-2023 DWRP Water Main Replacement Project
 City of Eastpointe
 AEW Project No. 0145-0641

BOND

Bond Number:
 Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
 Amount:
 Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
 Contractor's Name and Corporate Seal

(seal)
 Surety's Name and Corporate Seal

By: _____
 Signature

By: _____
 Signature *(attach power of attorney)*

 Print Name

 Print Name

 Title

 Title

Attest: _____
 Signature

Attest: _____
 Signature

 Title

 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance

of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

MAINTENANCE AND GUARANTEE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

CONTRACT

Date:

Amount:

Description (Name and Location): 2022-2023 DWRP Water Main Replacement Project
City of Eastpointe
AEW Project No. 0145-0641

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Maintenance and Guarantee Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that by and under said contract, the above named principal has agreed with the said Owner that for a period of **two years** from the date of payment of Final Estimate, to keep in good order and repair any defect in all the work done under said contract either by the principal or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the Owner, by notice serving in writing, either personally or by mail, on the principal at _____

OR _____ its _____
_____ legal representatives, or successors, or on the surety at _____

WILL PROCEED at once to make such repairs as directed by said Owner, and in case of failure to do so within one week from the date of such notice, or within reasonable time not less than one week, as shall be fixed in said notice then the said Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of said year from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the principal or surety fail to do so as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner from all suits and actions for party or parties by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

FOR INFORMATION ONLY – NAME, ADDRESS AND TELEPHONE

Surety Agency or Broker

Owner's Representative (engineer or other party)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. ~~*Application for Payment Request*~~—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. ~~*Change Order Contract Modification*~~—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. **Cut-Off Date - The last date for which constructed work will be considered for compensation in the upcoming Progress Payment. This date will be determined at the Pre-Construction Conference.**
19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
21. *Engineer*—The individual or entity named as such in the Agreement.
22. *Field Work Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
23. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
26. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
28. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
29. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
30. **Progress Payment – Payments made by the Owner, upon Engineer’s recommendation, to the Contractor for the completed portions of the Work.**
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
34. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
36. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
37. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s ~~Applications for Payment~~ Progress Payment.

38. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
39. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
40. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
41. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
43. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
47. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values (if requested) for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing ~~Application for Payment~~ Progress Payments, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. **Within 10 days following the Pre-Construction Conference, the Contractor shall make any corrections and adjustments and resubmit the schedules. No progress payments shall be made to the Contractor until acceptable schedules are submitted to the Engineer.**
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. **The provisions of the Contract Documents, written and prepared by or for the Engineer shall take the following order of precedence in resolving conflicts, errors, ambiguities, or discrepancies between such provisions of the Contract Documents:**
 - a. **Agreement**
 - b. **Addenda**
 - c. **Special Provisions**
 - d. **Project Plans and Drawings**
 - e. **Standard Detail Sheets**
 - f. **Supplementary Specifications**
 - g. **Standard Specifications**
 - h. **General Requirements**
 - i. **Supplementary Conditions**
 - j. **General Conditions**

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~*In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.*~~

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. **Owner shall provide engineering surveys to establish reference points, benchmarks, and alignment and grade stakes for construction which, in the Engineer's judgment, are necessary to enable Contractor to proceed with the work. Contractor shall be responsible to preserve and protect the reference points, benchmarks, and alignment and grade stakes during the work. Reference points, benchmarks, and alignment and grade stakes damaged, destroyed, removed, or disturbed by the Contractor will be reestablished by the Engineer at the Contractor's expense.**

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
 - F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
 - G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. **DELETED**
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. **Contractor shall provide written evidence from the Property Owner, allowing the use of additional lands.**

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a ~~Change Order~~ Contract Modification.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
3. **“reasonable accuracy,” as referenced in Article 5.05, shall mean that the actual centerline location of the utility is within three (3) feet of the Underground Facility shown on the Plans or marked in the field.**
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer’s Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner’s Statement to Contractor Regarding Underground Facility:* After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
- 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times; and

- d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a ~~Change Order~~ Contract Modification.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this

Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. **Contractor shall also furnish maintenance and guarantee bond in an amount at least equal to the Contract Price. The maintenance and guarantee bond shall remain in effect for two years after the date of the final payment.** ~~Contractor shall also furnish each other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.~~
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. **Additionally, all Surety companies providing bonds as required by the Contract shall have an A.M. Best Rating of A-VII or better.**
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. ~~Upon request by Owner or any other insured,~~ Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may

come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by ~~Change Order~~ Contract Modification, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to ~~survey and lay out the Work and~~ perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays,

Sundays, or legal holidays only with Owner's written consent ~~which will not be unreasonably withheld.~~

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Work Order or a proposed ~~Change Order~~ Contract Modification accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed ~~Change Order~~ Contract Modification and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner,

except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. **Deleted.**
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, ~~Change Orders~~ ~~Contract Modifications~~, Work Change Directives, ~~Field Orders~~ ~~Work Orders~~, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense ~~(except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).~~
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or ~~Change Order~~ Work Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Work Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order Contract Modification.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom ~~but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, ~~Change Orders~~ Contract Modifications, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations,

specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *~~Change Orders-Contract Modifications~~*

- A. Owner's responsibilities with respect to ~~Change Orders-Contract Modifications~~ are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ~~Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.~~ Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, ~~Change Orders~~ Contract Modifications and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to ~~Change Orders~~ Contract Modifications is set forth in Article 11.
- D. Engineer's authority as to ~~Application for Payment~~ Progress Payments is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a ~~Change Order~~ Contract Modification, a Work Change Directive, or a ~~Field~~ Work Order.
 - 1. ~~Change Orders~~ Contract Modification:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a ~~Change Order~~ Contract Modification. A ~~Change Order~~ Contract Modification also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a ~~Change Order~~ Contract Modification.
 - 2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued ~~Change Order~~ Contract Modification, following negotiations by

the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. Field-Work Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field-Work Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field-Work Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order Contract Modification, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order Contract Modification. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent **except no fee shall be applied to equipment**;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than ~~27~~25 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a ~~Change Order~~ Contract Modification. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions

of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of ~~Change Order~~Contract Modifications*

- A. Owner, **Engineer**, and Contractor shall execute appropriate ~~Change Orders~~ Contract Modifications covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a ~~Change Order~~ Contract Modification that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a ~~Change Order~~ Contract Modification to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a ~~Change Order~~ Contract Modification, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of

the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any

such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any

Work covered by a ~~Change Order~~ Contract Modification, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate ~~Change Order~~ Contract Modification will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with ~~inspection and~~ testing personnel to facilitate required inspections and tests. Timely notice shall be deemed as two (2) working days prior to needing inspection and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense ~~unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.~~

14.03 *Defective Work*

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a ~~Change Order~~ Contract Modification. If the parties are unable to agree as

to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, **or an unsafe or emergency situation if declared by the Owner**, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and

suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. Basis for Progress Payments: The Schedule of Values, if any, established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of ~~Application for Payment~~ acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03 and 15.01B. ~~Progress payments for cost based Work will be based on Cost of the Work completed by Contractor during the pay period.~~
- B. ~~Applications for Payments~~ Payment Requests:
 - 1. **On a monthly basis and in accordance with the schedule established at the Preconstruction Conference, the Engineer will prepare a Construction Estimate for the number of units constructed through the Cut-Off Date. If the Contractor requests payment for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Contractor shall submit a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.**
 - 2. **The number of units to be paid on each Construction Estimate will be compiled from the Construction Observer's Daily Reports for the work completed.**
 - 3. **The amount of retainage with respect to Progress Payments will be as stipulated in the Agreement.**
 - 4. **Prior to the date established in the Agreement for the progress payments (but not more than once per month), the Engineer will forward to the Owner, with a copy to the Contractor, a Recommendation for Payment accompanied by the Construction Estimate.**
 - 5. **The Contractor, within 14 days of the receipt of the Recommendation of Payment, shall notify the Engineer in writing of any discrepancies. Within seven days of the receipt of the Contractor's notification, the Engineer and the Contractor shall**

attempt to resolve the discrepancies. Any corrected units of work will be adjusted on subsequent progress payments.

C. Review of Applications:

1. **Deleted.**
2. Engineer's recommendation ~~of any for~~ payment requested ~~in an Application for Payment~~ will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the ~~Application for Payment~~ payment request and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by ~~Change Orders~~ Contract Modifications;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
1. **Thirty (30)** ~~Ten~~ days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by ~~Change Orders~~ Contract Modifications;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. **The Contract Price has been reduced to offset expenditure of funds for Construction Observations paid by Owner.**
 - m. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially

complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, ~~review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner.~~ Unless Owner and Contractor agree otherwise in writing, ~~Owner—Contractor~~ shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities ~~upon Owner's sue of occupancy of the work.~~ until final acceptance of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly ~~Applications for Payments~~ payment requests for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. ~~Application for Payment~~ Request:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The request for final ~~Application for Payment~~ payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final ~~Application for Payment~~ payment request and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after

receipt of the final ~~Application request~~ for ~~Payment payment~~, indicate in writing Engineer's recommendation of final payment and present the ~~Application for Payment final payment request~~ to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the ~~Application for Payment payment request~~ to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the ~~Application for Payment payment request~~.

- C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~ two years after the date of final payment ~~Substantial Completion~~ (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of ~~one~~ two years after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an ~~adjustment in the Contract Price or an~~ extension of the Contract Times, ~~or both~~, directly attributable to any such suspension. Any ~~Change Proposal seeking such~~ adjustment shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a ~~Change Order~~ Contract Modification. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

Prepared by



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ARTICLE 1 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner and Engineer copies of the policies of Insurance (including all endorsements and identification of applicable self-insured retention and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation. Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC 2.05 Delete the first two sentences of Paragraph A in its entirety and insert the following: The Contractor must submit all necessary schedules, including the progress schedule to the Owner for review and approval prior to the preconstruction meeting. Construction cannot commence until all schedules have been approved by the Owner.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.02 *Commencement and Progress of Work*

SC 4.02 Delete Paragraph 4.02 in its entirety and insert the following:

The contract times will commence to run after a Notice to Proceed is issued no earlier than April 5, 2021. No work shall be done at the site prior to such date.

- SC 4.04 Add after the first sentence: A progress schedule must be established and approved by the Owner prior to commencing construction. A Notice to Proceed will not be issued until the progress schedule has been approved by the Owner.
- SC 4.05.C.1 Add "pandemic" to the list of severe and unavoidable natural catastrophe.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Hazardous Environmental Conditions

- SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
 - B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

- SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:
- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 6.03. of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
 - 2. Contractor's Commercial General Liability under Paragraph 6.03.B and paragraph 6.03.C of the General Conditions. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
 - 3. Automobile Liability under Paragraph 6.03.D of the General Conditions. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault

Coverages, with limits of liability not less than \$3,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: Paragraph 6.03.G shall be replaced with the following:

Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be **Additional Insureds: The City of Eastpointe, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, and Anderson, Eckstein and Westrick, Inc.** It is understood and agreed by naming the City of Eastpointe and Anderson, Eckstein and Westrick, Inc., as additional insured, coverage afforded is considered to be primary and any other insurance the City of Eastpointe and Anderson, Eckstein and Westrick, Inc. may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: Paragraph 6.03.I.3 shall be replaced with the following:

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-renewal, Reduction, and/or Material Change shall be sent to: (Mr. Randall S. Blum, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe, MI 48021).

SC-6.04 Owner's Liability Insurance

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following:

- A. In addition to the insurances required under paragraph 6.03, the Contractor shall also provide, at Contractor's expense, Owner's Protective Liability insurance to protect the owner against claims which may arise from operations under the Contract documents, including costs of defense from all claims.
- B. The limits of liability for the insurance required by paragraph 6.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations.
 1. Owner's and Contractor's protective liability:
 - a. General Aggregate: \$3,000,000
 - b. Each Occurrence: \$3,000,000
- C. The Owner's and Contractor's Protective Liability Insurance Policy shall include, as additional named and insured, all persons or entities listed in Paragraph SC-6.03.K.4.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B Amend the first and second sentences of Paragraph 7.02.B to state “ all Work at the Site shall be performed during regular working hours, 7:00 AM through 7:00 PM. Contractor will not perform Work on a Sunday, or any legal holiday.”

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraph immediately after Paragraph 10.03.A:

- B. The Engineer is the designated Resident Project Representative (RPR) at the Site and will act as the Owner’s Representative.
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Owner and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values (if any) prepared by Contractor for acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 5. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer or Owner.

6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Owner of availability of Samples for examination.
 - c. Advise Owner and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications. Transmit to Contractor in writing decisions as issued by Engineer
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Owner and Contractor whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner and Contractor of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel.
 - b. Observe, record, and report to Owner appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Contract Modification, Work Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials,

daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Draft and recommend proposed Contract Modifications, Work Change Directives, and Work Orders. Obtain backup material from Contractor.
- b. Immediately notify Owner of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests:

Review payment requests with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation, and Maintenance Manuals:

During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.

14. Completion:

- a. Participate in visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items) without Owner’s concurrence.
 - 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC-13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 2) The equipment and machinery rental rates shall be computed as outlined in the MDOT “2012 Standard Specifications for Construction”, Section 109.05 “Payment for Contract Revisions”.

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

SC 15.01.D Payment Becomes Due:

- D. Change “30 days” to “45 days”.

15.06 Final Payment

SC 15.06.D Change “30 days” to “45 days”.

GENERAL REQUIREMENTS

ARTICLE 1 – GENERAL

1.01 Purpose

These General Requirements are supplemental to and form a part of the Contract herewith attached. They are intended to describe the general, quality and site control requirements to complete the Work specified. The General Requirements are further intended to cover the common phases of infrastructure construction according to the Contract Documents.

To safeguard the interests of the Owner, the Contractor will take all measures not specifically enumerated herein, but which conform to commonly accepted industry practices to secure the desired result. To further guard the Owner, all essentials of good practice in hiring, performing the Work, installation, protecting the Work and in the protection of individuals and property, whether enumerated herein or not, shall be followed.

1.02 Included Items

All labor, equipment, and materials necessary to perform the Work shall be considered as part of the Contract. Any items of work not specifically called for in the Contract Documents, but which are clearly necessary, are to be included at no increase in Contract Price.

1.03 Governing Standards

All materials, methods of construction, and testing shall conform to the current edition, at the time and date of Bid Opening, of the following governing standards, specifications and practices: American Association of State Highway Transportation Officials (AASHTO), American Concrete Institute (ACI), Americans with Disabilities Act Access Guidelines (ADAAG), American National Standards Institute (ANSI), American Standards Association (ASA), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), American Welding Society (AWS), American Water Works Association (AWWA), Concrete Pipe Association of Michigan (CPAM), Michigan Department of Transportation (MDOT) Standard Specifications for Construction, Michigan Occupational Safety and Health Administration (MIOSHA), the Michigan Manual of

Uniform Traffic Control Devices (MMUTCD), National Association of Sewer Service Contractors (NASSCO), National Clay Pipe Institute (NCPI), Public Rights-of-Way Accessibility Guidelines (PROWAG), and Occupational Safety and Health Administration (OSHA).

In interpreting any specification or standard referred to, terms such as “Purchaser”, “Owner”, and the like shall be understood to mean the Owner and terms such as “Manufacturer,” “Supplier,” and the like shall mean the Contractor, as defined in the General Conditions.

In the event of conflict within governing standards referenced above, the most restrictive standard, as determined by the Engineer, will govern.

1.04 Audio-Visual DVD Record of Site

A. Purpose

The purpose of the audio-visual record of construction area is to accurately document the existing condition of the surface features within the construction area zone of influence prior to construction. When requested, the Contractor shall furnish the Owner a complete, color, audio-visual record in accordance with these specifications.

B. Qualifications

The audio-visual record of construction area shall be performed by a responsible commercial firm known to be qualified and regularly engaged in the business of color audio-visual construction documentation. The firm shall furnish such information as the Owner and/or Engineer deems necessary to determine ability to produce professional quality video in accordance with this specification.

The Contractor shall provide all labor, equipment, and materials necessary to provide a complete audio-visual record of the construction area in accordance with this specification.

C. Scheduling

No equipment or material shall be placed or delivered to the construction area prior to performing the audio-visual recording and submittal of all deliverables to the Owner.

The audio-visual recording shall be done during a time of good visibility. No recording shall be done during periods of visible precipitation or when more than ten percent (10%) of the ground area is covered with snow, unless authorized in writing by the Owner.

The Contractor shall notify the Owner seventy two (72) hours prior to any scheduled recording on private property. The Owner shall notify affected property owners of scheduled recording and request permission. If permission is denied, Contractor shall immediately notify the Owner. The audio-visual record log shall note where permission for entry onto private property was requested and not obtained thereby limiting access to public ROWs only.

D. Coverage

The audio-visual coverage shall include all surface features located within the construction zone of influence. The construction zone of influence shall be defined as follows:

1. the area within any permanent and temporary easements and the areas adjacent to these easements which may be affected by routine construction operations;
2. the area within all road ROWs and the areas adjacent to these ROWs which may be affected by routine construction operations; and
3. as directed by the Owner.

The surface features within the construction zone of influence shall include, but not be limited to, all visible existing pavement, roadways, driveways, sidewalks, curbs, ditches, culverts, utility structures (manholes, gate wells, hydrants, catch basins, cleanouts, curb stop valves, etc.), landscaping, trees, shrubbery, fences, headwalls, retaining walls, and buildings. Of particular concern shall be the existence and location of any faults, fractures, and defects.

Houses and buildings shall be identified visually by address, when visible, in such a manner that structures of the proposed system (i.e., manholes on a sewer system & gate wells and hydrants on a water system) can be located by reference. In all instances, however, location shall be identified by audio and visual means at intervals not to exceed 100 linear feet in the general direction of travel.

Areas which lie within the construction zone of influence and which are accessible by conventional wheeled vehicles shall be recorded on both sides of the ROW, easement, or street.

The Owner shall have the authority to designate areas to be added or omitted from audio-visual coverage.

E. Performance

All video shall be mastered in a high resolution digital format. Recording on VHS and transferring to DVD is not permitted.

To preclude the possibility of tampering or editing in any manner, all video must continuously display transparent digital information germane to the current video image. This information must be electronically incorporated through the original recording device.

The date and time of recording shall be continuously displayed in the upper left corner of the video. The time information shall consist of real time hours and minutes, separated by colons (i.e. 10:38 a.m.). The date information will include the month, day, and year and be placed directly below the time information (i.e. 10/5/10).

Global Positioning System (GPS) location by Differential GPS Satellites shall be displayed in the bottom center of the video. GPS location shall update once per second at five (5) meter or less positional accuracy. GPS location display will be at one tenth (1/10) arcsecond longitude and one tenth (1/10) arcsecond latitude (i.e. N41°40'52.9" W83°17'30.2").

Information to assist the viewer's orientation will appear directly below the GPS location display. This information should be limited to one (1) line of text and be sufficient allow a viewer to quickly identify the general location within the project area (i.e. "Esmt between First and Second", "Main St. – North ROW", "54321 Lincoln Ave", etc.).

Accompanying the video recording shall be a corresponding and simultaneously recorded audio track containing the commentary of the camera operator. The commentary shall assist in the maintenance of viewer orientation, identification of surface features, and objective description of the points of interest being shown on the video image. Of particular concern shall be the existence and location of any faults, fractures, and defects.

The distance from the camera lens to the ground shall be between eight (8) and ten (10) feet to ensure proper perspective. Vehicles used to

perform the audio audio-visual record shall be plainly marked with Contractor name and phone number. Contractor is responsible for traffic maintenance and control.

The rate of speed in the general direction of the conveyance used during recording shall not exceed forty eight (48) feet per minute. Panning and zoom rates shall be electronically or manually controlled to provide clear viewing during playback.

In some instances, audio-visual coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

F. Deliverables

The Contractor shall furnish to the Owner two (2) copies of the complete audio-visual record of the construction area. The complete audio-visual record of the construction area shall consist of the audio-visual record logs, the audio-visual recording of the construction area, and an edited set of the construction drawings.

The audio-visual record log shall accurately catalog the contents of each DVD. A separate log shall be created for each DVD. Each log shall include the following information in the title/header section: Owner, Project name, AEW project number, date of recording and unique DVD number. Additionally, each log shall include the following information for each individual segment:

1. Reference construction drawing sheet number;
2. Street name, easement description, or address;
3. Travel direction;
4. Real time code indexing for each individual segment, indicating hours, minutes and seconds to cross reference with playback equipment to locate specific points of interest on the project;
5. Camera viewing direction
6. Starting location – description, GPS location and approximate engineering stationing;
7. Ending location – description, GPS location and approximate engineering stationing.

Each individual segment must be intuitively delineated using intersections, addresses, landmarks, or in the absence of more distinguishing features, GPS location display. Examples of acceptable segment delineation include:

- North Main Street ROW from Seventh Ave to Eighth Ave;
- East Oak Street ROW from DTE Corridor to County Drain;
- South Lincoln Ave ROW from 54001 Lincoln to 54999 Lincoln;
- Water Main Easement from Washington Elementary to Second Street.

If GPS location display is used to delineate segments, each segment shall include no more than 500 linear feet.

The audio-visual recording of the construction area shall be furnished on new, premium quality, single sided DVD(s) in individual DVD case(s). If multiple DVDs are required to furnish the audio-visual recording of the construction area, each DVD will be assigned a unique number. DVD(s) must be of an “authored” format which can be played and viewed in a consumer available DVD player and personal computer (DVD-R, MPEG-2, uncompressed). Video shall be NTSC-525 format with 525 horizontal lines per frame, 60 fields per second and 30 frames per second (fps).

The DVD(s) shall have chapters, or tracks, set at five (5) minute intervals to facilitate viewer navigation.

The DVD(s) must not contain any copy protection. The Owner and Engineer must be able to make copies of the recording from the DVD to VHS, Video-CD, or additional DVDs.

All DVD(s) and DVD cases shall be labeled with applicable project information and be cross referenced to audio-visual record logs. Information on the label shall include:

1. Unique DVD number
2. Owner
3. Project name
4. AEW project number
5. Date of recording
6. “Owner’s copy” or “Engineer’s copy”, as applicable.

An edited set of the construction drawings shall include the complete engineering plan set edited by the Contractor. Edits shall consist of delineating the points of beginning and ending of each individual segment, notation of unique DVD number of each individual segment, and an arrow indicating direction of travel for each individual segment. Edits shall be legibly written in red ink.

G. Acceptance

The Owner shall have the authority to reject all or any portion of the audio-visual record not conforming to these requirements.

ARTICLE 2 – QUALITY

2.01 Observation of Materials & Work to be Performed

Each bidder shall enter, as the “Estimated Quantity” of Construction Observation (when called for in the Basis of Bid), the number of “Crew Days” he will require for completion of the project. This number shall then be multiplied by the unit price for Construction Observation and the extension entered as the “Bid Price” for this item of work. The basis of computing crew days shall be based upon the Observer’s time as follows:

¼ crew day for each 2 hour increment or part thereof.

“Crew Days” as referred to above shall be computed for any one operation that requires a full time Construction Observer. The number of Observers required shall be as determined by the Engineer. Construction operations requiring full time Construction Observation are generally defined as follows:

A. General

1. Placement of traffic control devices.
2. Material testing and checking. (Services performed by a testing laboratory not included).
3. Observation of constructed appurtenances can be performed by the same Observer of the primary construction provided that both operations are in close proximity of each other and further provided that the Contractor cooperates to the extent that the Observer is informed, in advance, of the intent to construct the appurtenances and that no work be covered prior to the Observer having viewed the work performed. Proximity shall mean a DISTANCE NOT TO EXCEED 1000 FEET.

B. Paving

1. Site preparation, excavation and paving.
2. Sawing and sealing.
3. Sidewalks, trails & aggregate surfaces.

C. Water Systems

1. Site preparation, excavation, bedding, pipe installation/repair and backfill.
2. Tunneling, jacking and boring operations.
3. Installation and construction of appurtenances. (See General)
4. Pressure testing and disinfecting.

D. Sewer and Drains

1. Site preparation, excavation, bedding, pipe installation/repair and backfill.
2. Tunneling, jacking and boring operations.
3. Construction of appurtenances. (See General)
4. Infiltration, exfiltration and /or low pressure air testing. (as required)
5. Cleaning operations.
6. CCTV inspection.

E. Structures

1. Excavating and shaft construction.
2. Placement of forms and re-steel.
3. Placement of concrete.
4. Backfilling around structures.
5. Installation and testing of equipment.

F. Restoration

Restoration of all areas disrupted by the Contractor’s construction activities.

On pay estimates the actual number of “Crew Days” accumulated, up to the estimated quantity bid, will be entered and extended. This amount will be deducted from the pay estimate and retained by the Owner for Construction Observation services performed.

If the Contractor completes the Work using fewer “Crew Days” than the number stated in their Basis of Bid, the final payment shall include, in addition to the balance due him for the items of work completed, an amount equal to the number of unused “Crew Days” multiplied by the unit price for “Crew Days” as stated in the Basis of Bid.

If the Work under the Contract is incomplete when the Contractor has expended the number of “Crew Days” stated in their Basis of Bid, subsequent payments to the Contractor shall include a deduction equal to the number of excess “Crew Days” multiplied by the unit price for “Crew Days” as stated in the Basis of Bid.

The Contractor should note that the Observer's time, as used to compute "Crew Days", is measured from Portal to Portal.

If by Contract Modification, the quantity of Work under the Contract varies significantly from that stated in the Basis of Bid; the number of "Crew Days" shall be increased or decreased, as appropriate, in said Contract Modification. If the Contract Modification contains no increase or decrease in the number of "Crew Days" of Construction Observation, then no adjustment is to be made in the number of "Crew Days" stated in the Basis of Bid.

The Contractor shall give the Engineer at least 48 hours' notice, exclusive of Saturdays, Sundays or holidays, when the project will have an increase or decrease in the number of Contractor crews that will be performing work on the project so the Engineer can determine if an increase or decrease in the number of Construction Observers is required.

2.02 CCTV Inspection (Post-Const.)

The Contractor shall provide for closed circuit television (CCTV) inspection of all installed sewers. All installed sewers shall be cleaned, by and at the Contractor's expense, immediately prior to CCTV inspection to ensure the sewers are free of debris. The inspection shall be performed in accordance with the current guidelines of the National Association of Sewer Service Companies (NASSCO) and performed by a NASSCO Pipeline Assessment and Certification Program (PACP ©) certified operator. All CCTV inspection shall be witnessed by the Owner and the Contractor. Any CCTV inspection performed in the absence of the Owner will be rejected. The CCTV Inspection shall not be performed if there is any fog or other adverse conditions within the sewer that may impair visibility.

All CCTV inspection shall be recorded on new, premium quality, single-sided DVD(s) on which sound and colored video information shall be recorded and turned over to the Owner. DVD shall be of an "authored" format capable of being viewed in a standard DVD player commonly available (DVD-R, MPEG-2). Display frame rate shall be 30 in National Television System Committee (NTSC) format. Each manhole to manhole section shall be on a separate track. The DVD shall include a menu listing section number, street number, manhole numbers, direction of flow and total footage. Selection of an individual inspection section shall

occur through this menu. The DVD shall not contain any copy protection. The Owner shall be able to make copies of the footage to additional VHS tape, DVD, or video-CD. All DVD's shall be correctly labeled and titled with the project name and number, and reference DVD number. The Contractor shall provide a DVD log containing a table of contents with the project name, number and reference to the contents of each DVD.

The color CCTV camera used for the inspection shall be one specifically designed and constructed for such inspection. The pan and tilt camera shall be operative in 100% humidity conditions, and have a high resolution lens capable of scanning 360-degree circumference and 270-degree on a horizontal axis to televise sewers and service connections. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner.

The investigation shall involve visual observation showing the running footage, manhole to manhole section and street or easement at all times on screen in all recordings. The investigation shall be performed at a rate of speed which will allow examination of each manhole, all points of infiltration, cracked or crushed pipe, defective joints, misalignment in line or grade and location of wye openings. As part of the CCTV inspection, all manholes shall be panned to show any and all connections along with its overall condition, the precise locations of each wye and any problems areas. These locations shall be entered on the investigation forms supplied by the Contractor.

The project name, date, time, footage counter and structure to structure section shall be displayed continuously. The camera shall be moved through the sewer in either direction at a rate of speed not to exceed thirty feet (30') per minute, stopping when necessary to permit proper documentation of the sewer's condition. The camera shall be stopped immediately adjacent to all points of infiltration, cracked or broken pipe, defective joints, misalignment in line or grade and location of service connections. The camera shall be rotated to allow viewing of the problem area or into the service connection. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

A report detailing all notes, wye locations, and other pertinent information shall be made as a part of the CCTV inspection in accordance with NASSCO's PACP ©. The report shall be produced using CCTV inspection software provided by a NASSCO PACP © certified vendor. All CCTV reports shall be downloaded or recorded on board the CCTV vehicle. Formatting and layout, i.e., observations and defect codes shall be NASSCO PACP © standard.

If camera or other equipment becomes seized in a sewer and excavation is required to retrieve the equipment, all excavation, material, backfill and restoration shall be completed at no additional cost to the Owner.

Upon completion of the Work, Contractor shall submit two (2) copies of all DVD(s) along with one (1) digital copy and two (2) color copies of inspection reports, with table of contents, in tabbed, three (3) hole punched binders, to the Owner upon completion of the CCTV inspection. The DVD(s) shall be recorded or edited such that the sewer lines are recorded in consecutive order starting at the downstream manhole and proceeding upstream as shown on the plans. Report(s) shall follow in the same order as the DVD(s). The following information shall be recorded on the reports:

- A. Date
- B. Pipe size, length, material and shape
- C. Engineer or Construction Observer
- D. Owner
- E. Project Name and Number
- F. Location of recording
- G. Upstream and downstream manhole numbers, address of closest house
- H. Camera direction
- I. Direction of flow
- J. Wye location by station quadrant and condition
- K. Type of pipe (sanitary, storm, combined, process, force main)
- L. Type of joint and length between joints
- M. Manhole condition
- N. Drop from manhole rim to invert of sewer
- O. Cross section or profile of sewer
- P. Plan view of sewer and laterals
- Q. Camera operator and PACP © Certification Number
- R. Defects; station, quadrant, type, severity

Any defects noted during CCTV inspection shall be satisfactorily repaired or replaced, by and at the Contractor's expense, and witnessed by the Owner.

Defects shall include, but not be limited to failing low pressure air testing, exceeding infiltration limits, cracked or broken pipe, defective joints, misalignment in line or grade, and visible leaks or infiltration. Additional testing and CCTV inspection shall be performed at each affected segment, from manhole to manhole, subsequent to repair and/or replacement.

ARTICLE 3 – SITE CONTROL

3.01 Project Site

A. Field Offices and Sheds

The use of field offices and/or sheds is not required unless otherwise specified. If the Contractor wishes to use a field office and/or shed, the Contractor shall provide and maintain such facilities at no cost to the Owner. The location, occupancy and use of field offices and/or sheds shall be approved by the Owner.

B. Site and Road Cleanliness

The Contractor shall keep clean all roads used in performance of the Work. Trucks hauling excavated materials, concrete, sand, stone, or other loose materials from or to the site, shall be trimmed and covered to prevent spillage. The Contractor shall be held responsible for Supplier and Sub-Contractor compliance.

If, in the opinion of the Owner or Engineer, cleanliness of the site and adjacent areas impacted by the Work is not progressing in a reasonable manner, Owner and Engineer shall have the right to direct the Contractor to perform corrective action immediately. In the event the Contractor does not immediately perform corrective action, the Owner may order any or all other operations of the Contractor, under this Contract, to cease until the cleanliness of the Work is proceeding in an acceptable manner. Further, if the Contractor fails to perform corrective action immediately, the Owner may perform such work at the Contractor's expense.

C. Dust Control

All sites, access roads, haul roads, detour roads, and other public and private roads, driveways and parking lots used by the Contractor must be maintained in a dust free condition during the life of this Contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application which are in accordance with the requirements of the regulatory agency having jurisdiction.

Such dust control materials shall be applied as often as is necessary to control the dust.

If, in the opinion of the Owner or Engineer, the Contractor fails to provide adequate dust control, Owner and Engineer shall have the right to direct the Contractor to perform corrective action immediately. In the event the Contractor does not immediately perform corrective action, the Owner may order any or all other operations of the Contractor, under this Contract, to cease until dust is controlled in an acceptable manner. Further, if the Contractor fails to perform corrective action immediately, the Owner may perform such work at the Contractor's expense.

D. Noise Control

The Contractor shall comply with all local ordinances pertaining to noise control. Additionally, the Contractor shall employ commonly accepted noise control measures including, but not limited to: adherence to the allowable working hours, use of insulated generators, proper handling of equipment and materials, and consideration of businesses and residential dwellings in the placement of equipment and direction of exhaust ports.

All motorized equipment that must operate outside the allowable working hours shall be insulated. This equipment includes, but is not limited to: generators, pumps and lighted arrow boards that will operate overnight.

3.02 Site Access

A. Haul Routes

The Contractor shall work with the appropriate government agencies in determining truck routes on this project and shall have such routes approved by same before the routes can be used. Upon approval of the truck routes, the Contractor shall note the condition of the streets and notify the Owner and said government agencies in writing, where deficiencies are present. It shall thereafter be the responsibility of the Contractor to maintain the truck routes for the period of time such routes are used by the Contractor.

Any road damaged by the Contractor's operations shall be repaired by the Contractor at no cost to the Owner. Road repairs shall be in accordance with the standards of the road agency having jurisdiction or the property owner.

B. Temporary Roads / Drives

The Contractor shall provide and maintain temporary drives, parking areas, roads, alleys and sidewalks used during construction in a satisfactory and usable condition until completion and acceptance of final restoration.

C. Emergency Vehicles, Buses and Services

The Contractor shall notify the local police and fire departments, school districts, private schools, and all public transportation agencies 72 hours prior to closing or barricading of any street. The Contractor shall erect "Road Closed to Thru Traffic" signs, and designate a suitable detour approved by the road agency having jurisdiction.

The Contractor shall maintain access for emergency vehicles throughout the site and maintain access to all public and franchise utilities for the duration of the project. The Contractor shall accommodate the continuation of regular services such as mail delivery and rubbish pick up.

D. Pedestrian and ADA Access

1. Pedestrian Access

The Contractor shall accommodate pedestrian access during performance of the Work. The Contractor shall erect signs and designate an acceptable alternate route if a pedestrian cross walk is closed or access to homes or businesses are impacted.

2. Americans with Disabilities Act (ADA) Access

The Contractor shall not impede ADA access during performance of the Work. The Contractor shall make provisions to provide ADA access, in accordance with ADAAG, PROWAG and the MMUTCD, on designated alternate routes if a pedestrian cross walk is closed or access to homes or businesses are impacted.

E. Traffic Control and Maintenance

During the progress of the Work, the Contractor shall accommodate vehicular and pedestrian traffic, except as otherwise specified herein.

All Work shall be performed in a neat and satisfactory manner, and interference with the normal flow of traffic shall be kept to a minimum. Driveways and streets disturbed shall be replaced as soon as each crossing is made.

No street may be closed or partially barricaded without prior permission from the authority having jurisdiction. Such permission shall be in writing, and a copy thereof shall be delivered to the Owner prior to the closing or barricading of any street. Safety precautions shall be observed at all times.

The Contractor shall place and maintain traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices, current edition. Failure to comply with this requirement will result in the Owner shutting down the Work until the Contractor has provided the necessary protection. In addition, if required by the authority having jurisdiction, the Contractor shall provide flagmen for the directing of traffic.

The Contractor shall be responsible for all damage to the Work. The Engineer and Owner may order the damaged portion immediately removed and replaced by and at the Contractor's expense. The Contractor's responsibility for the maintenance of traffic control devices and for protecting the Work shall not cease until the Work has been accepted by the Owner.

3.03 Soil Erosion and Sedimentation Control

The intent of the Soil Erosion and Sedimentation Control Act is to minimize the transfer and deposit of sediment to drains, streams, rivers and lakes. The Contractor shall obtain a soil erosion and sedimentation control permit from the local regulatory agency and pay all fees associated with the permit. The Contractor is expected to conduct his operation in accordance with the approved plans and permit.

Prior to final site review ALL structures and sewers in the line of Work, and adjacent thereto subject to receiving any type of foreign material during construction operations, shall be inspected by the local regulatory agency and/or Owner. Structures showing evidence of foreign material shall be cleaned by the Contractor at no additional cost to the Owner. If a structure shows evidence of sufficient foreign material to suggest migration into the sewer, as determined by the local regulatory agency or Owner, the Contractor shall clean the impacted sewer at no additional cost to the Owner. A construction observer will verify the acceptance of each structure and/or sewer when cleaning is completed.

3.04 Existing Drainage and Sewage

If it is necessary in the execution of the Work to interrupt existing surface drainage, adequately sized temporary drainage facilities shall be provided until the existing drainage facilities are restored. The construction of all temporary drainage facilities shall be performed at no additional cost to the Owner.

The flow in all existing drains, storm sewers and sanitary sewers shall be maintained at full capacity, at the Contractor's expense, unless otherwise provided for in the Contract Documents.

3.05 Temporary Project Identification Signage

The Contractor is not required to provide and erect a temporary project identification sign unless otherwise specified. If the Contractor proposes to erect such a sign, a written request and shop drawings must be submitted to the Owner for approval. The use, location, size, materials, lettering and mounting of any temporary project identification signs must be approved in writing by the Owner. If approved, the Contractor shall be responsible for maintaining the sign in good condition throughout the life of the Project and for removal of the sign at completion of the Work.

3.06 Survey Staking

The Engineer will provide control points and construction staking in accordance with the provisions of this section. Any additional lines, levels or construction staking required by the Contractor to perform the Work shall be established by the Contractor at no additional cost to the Owner.

The Contractor shall carefully review the staking provided and compare the information shown on the construction survey stakes with the information shown on the drawings and provided on the cutsheets. The Contractor shall inform the Engineer of any apparent discrepancies before proceeding with the Work.

The Contractor shall utilize appropriate surveying instruments operated by qualified, competent personnel to maintain horizontal and vertical control for construction. If the method being used by the Contractor fails to give proper alignment and grade control to the Work, the Engineer will be empowered to order the Contractor to use such other method(s) as will provide adequate control.

A. Scheduling Notification

The Contractor shall notify the Engineer a minimum 48 hours prior to requiring any staking. Notification must be made by contacting the Engineer at (586) 726-1234. Communication with the crew, although recommended for mutual understanding of the requested service, is not sufficient notification.

B. Cutsheets

Cutsheets will be a copy of the survey crew's construction staking notes. Cutsheets will be available for distribution the following day from the Engineer.

C. Horizontal and Vertical Control Points (Benchmarks)

Horizontal and vertical control points will be provided for the use of survey, Contractor and construction observation personnel. The Contractor shall be responsible for preserving all control points. In the case of willful or careless disturbance, the Contractor shall be responsible for all expenses associated with reestablishing control points and shall also be responsible for delays and errors caused by their unnecessary loss or disturbance. If a control point must be disturbed in the normal course of the Work, the Contractor shall inform the Engineer a minimum 24 hours prior to disturbance.

D. Construction Staking

The Engineer will provide line and grade staking appropriate for each individual type of improvement being constructed. The Contractor shall be responsible for preserving all construction staking. In the case of willful or careless disturbance, the Contractor shall be responsible for all expenses associated with restaking and shall also be responsible for delays and errors caused by their unnecessary loss or disturbance.

It is recommended the Contractor review the following survey procedures prior to project commencement.

1. Utility Staking

Proposed public utilities, excluding franchises, will be provided with offset stakes noting station and grade at intervals not to exceed one hundred (100) feet. Centerline lath and offset stakes with station and grade will be provided for all utility structures and appurtenances. Offset stakes

with station only will be provided for limits of sand backfill areas.

Proposed public utilities, excluding franchises, will be provided with offset stakes noting station and grades at conflicts identified on the plans.

Proposed public utilities, excluding franchises, will be provided with centerline lath at all tap locations and offset stakes noting station only for tees, bends and pipe deflections.

Sanitary service leads will be staked for new sanitary sewers. Short side service leads will be staked with offset stakes noting station. The centerline of long side leads will be staked with offset stakes noting station and end of lead stakes noting invert elevation.

Open drains will be staked with station and grade along the top of bank with references to the different elevations of the drain section. Additional stakes with station and grade will be provided at all deflections in the drain.

Each end of proposed bores and tunnels will be provided with centerline lath and offset stakes noting utility pipe invert elevation (or top of pipe elevation for water mains).

2. Pavement

Pavement construction staking will only be provided along one side of the proposed pavement. Offset stakes noting station and grade will be provided as follows:

- Intervals not to exceed fifty (50) feet
- Intervals not to exceed twenty five (25) feet for curvilinear sections.
- High points, low points and grade breaks
- Points of Curvature (PC) and Points of Tangency (PT)

Radius points will be set for all curves with radius of fifty (50) feet or less. Stakes for public utility crossings will be provided after the sub-grade has been cut to grade. Super elevated and asymmetrical pavement sections will be provided with offset stakes

noting station and grade along each side of the proposed pavement.

3. Sidewalks

Sidewalks will be provided with offset stakes noting station, for alignment only, at intervals not to exceed one hundred (100) feet. Offset stakes noting grade will only be provided at locations with critical grades noted on the plans. Additional offset stakes noting station will be provided at locations with unique plan alignment.

ARTICLE 4 – UTILITY CONSTRUCTION

4.01 General

These construction requirements are intended to provide general construction guidance for elements of the Work that are not otherwise specified or referenced in the MDOT Standard Specifications. These requirements do not supersede the requirements of other agencies having jurisdiction or requirements outlined in the Contract specifications, special provisions and drawings.

4.02 Utility Conflicts

The Contractor shall verify locations and depths of all existing utilities in advance of operations and shall notify the Engineer immediately if there is less than 18" minimum vertical clearance between existing and proposed utilities.

During the construction, the Contractor shall protect and support all utilities that are encountered and use extreme caution when operating near any and all overhead and/or buried utilities.

Generally the location of proposed utilities on the plans will be followed, but in the event the Owner desires to alter the alignment to avoid unforeseen conflicts or to ease the burden of installation, the alteration shall be revised upon the direction of the Engineer. The Contractor shall not arbitrarily alter the location of proposed utilities. Owner and Engineer approval must be obtained for any location revision proposed by the Contractor. The Owner, however, reserves the exclusive right to determine the feasibility of such an alteration and to so order.

If an alteration of proposed utility location entails an increase or decrease in the cost of construction, said revised cost must be approved prior to constructing the utility. If the utility is in the public road right-of-way, the consent of the right-of-way owner must also be obtained prior to any change in location.

4.03 Excavation

Excavation shall be interpreted to mean and include the following: clearing the work site, loosening and removing all material of any characteristic which may be encountered, whether wet or dry to the depth required, and disposal of all surplus material. Excavation shall also include all collateral work necessary to complete the excavation as required, including but not limited to: sheeting, shoring, bracing, trimming, clearing, grubbing, tree removal within and adjacent to the area being excavated, supporting structures above and below ground, and removal, handling and disposal of both groundwater and surface water. **Excavations and earth moving operations shall not commence until soil erosion measures are in place according to the permit.**

All Work shall be done to line and grade as required in the Contract Documents and in accordance with grade stakes set by the Engineer. Prior to construction, the Contractor shall verify the line and grade stakes as set by the Engineer and immediately notify the Engineer of any discrepancies.

A. Site Preparation

Site preparation includes protecting and maintaining all existing features intended to remain in place, including but not limited to, conduits, wires, pipes, sewers, drains, fences, hydrants, pavements, sidewalks, trees, shrubs, landscape work, and lawns, and the removal of other items. Site preparation also includes providing and maintaining all facilities required to protect the Work, adjacent property, and the public from damage, injury, or loss.

B. Included Materials

Excavation shall include all materials encountered. Any unforeseen obstacles such as buried trees or timbers, abandoned utilities, metal objects, concrete masses, rocks, boulders, stones or any debris encountered shall be removed as work included in the construction, unless otherwise provided in the Contract Documents.

C. Pipe Clearance

Rocks, boulders, stones over two inches (2") in diameter and other buried materials shall be removed to provide a clearance of at least six inches (6") from any part of the proposed utility.

D. Utility Trench

The excavation shall be of sufficient widths and depths to provide adequate room for

construction, installation of the utility to line, grade, and dimensions called for on the plans, and to meet applicable safety regulations. In order to reduce the load on the proposed underground utilities and to avoid possible failures from excessive loads, the width of the trench shall be a minimum width to allow the backfill to be placed and compacted properly as shown in the bedding and/or trench details on the utility standard detail sheet.

1. Open Trench

The Contractor shall limit open excavation by consistently backfilling completed utility installations to grade so that not more than 100 feet of trench shall be open at one time.

2. Undercutting

Where, through the Contractor's construction procedure or because of poor existing ground conditions it is impossible to maintain alignment and/or grade properly, the Contractor shall excavate below the required grade and replace with appropriate suitable material.

Replacement material for all excess material removed shall be crushed stone or crushed concrete as approved by the Engineer. The cost of the additional excavation and placement of crushed material up to twelve inches (12") below the standard bedding depth shall be the responsibility of the Contractor and the cost shall be included in the Work. If additional excess excavation and material below twelve inches (12") is required and ordered by the Engineer, the Contractor shall be reimbursed for the additional work and the cost of said additional work shall be negotiated prior to construction unless otherwise provided for in the Contract Documents.

E. Stockpiling of Excavated Material

Excavated materials to be used for backfill shall be temporarily stored along the trench, in a manner that will not cause damage to trees, shrubs, fences, or other property, nor that will endanger the trench by imposing too great a load thereon. Distances from the edge of the trench shall be in accordance with current safety regulations.

F. Disposal of Excavation Materials

The materials excavated and not suitable or needed for backfilling shall be removed from the site and properly disposed of by the Contractor at their sole discretion, responsibility and expense.

G. Sheeting, Bracing and Shoring

The Contractor shall furnish, place and maintain any sheeting, bracing and shoring required by law to properly support the sides of the excavation and to prevent all movement, caving or squeezing of the soil. The Contractor shall protect pavement or utilities outside of the trench or pit. The Contractor shall assume full liability for the adequacy of all supports and site safety.

As the trench is backfilled, all sheeting, bracing and shoring shall be removed in such a manner to prevent the caving in of the sides of the excavation or any damage to the pipe or structure unless the sheeting, bracing and shoring is specified to be left in place. Where required to protect the Work, adjacent structures or property, sheeting, bracing and shoring shall be left in place, but shall be cut off at a depth determined by the Engineer.

Any voids left by the removal of said materials shall be filled with compacted sand. All underground pipes, conduits and structures of every kind that may be encountered during the progress of the Work shall be shored up and fully protected from damage.

The Contractor shall receive no additional compensation for sheeting, shoring or bracing, whether removed or left in place, unless otherwise provided for in the Contract Documents.

When a trench box is used, the bottom of the box shall ride above the top of the pipe. The Contractor shall secure the installed pipe to prevent pipe movement when the box is moved.

H. Dewatering

The Contractor shall provide and maintain adequate pumping and drainage facilities for the prompt removal and disposal of water from trenches or other excavations at all times during the construction of the Work. The Contractor shall submit a dewatering plan to the Engineer for review of well placement and discharge.

The excavation shall be kept dry until the backfilling and required testing has been completed. The Contractor shall receive no additional compensation for providing, maintaining, or operating any dewatering or drainage facilities unless otherwise provided for in the Contract Documents.

During construction, no trench water shall be allowed to enter the pipe either during construction or when work is not in progress. To prevent trench water and soils from entering the pipe when work is not in progress, all open ends of pipe or fittings shall be covered. No pipe shall be laid in water unless specifically permitted by the Engineer.

1. Excessive Water

In water-bearing sand, quicksand or ground containing an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable deep wells, well points, tight sheeting, connecting manifolds, and reliable pumping equipment to operate same to insure proper construction of the Work. The Contractor shall fill all well holes with Bentonite upon the completion of dewatering operations.

2. Discharge

Contractor shall comply with the sedimentation control requirements of the local agency having jurisdiction and obtain all required permits. Contractor shall utilize measures to prevent the discharge of sediments, including but not limited to, discharge through a filter bag.

Drainage or discharge lines shall be connected to adjacent storm water drains or extended to nearby water courses wherever possible. In any event, all pumping and drainage shall be done without damage to any paved surface or other property, public or private, and without interference with the rights of the public or private property owners. No ground water, storm water, construction water, downspout drainage or weep tile drainage shall be allowed to enter any sanitary sewer installation.

3. Access

The Contractor shall be responsible for ensuring site access requirements during dewatering operations.

4. Existing Wells

The Contractor shall be responsible for providing potable water to all residents whose drinking water well is inoperable due to dewatering, unless otherwise provided for in the Contract Documents.

4.04 Jacked in Place Steel Pipe

When jacked in place steel pipe is specified on the plans or directed by the Engineer, it is intended to be accomplished with the use of a conventional boring pit operation. This includes a horizontal boring machine, auger and steel casing.

Bore items will only be paid if the work item is actually performed. If the Contractor proposes an alternate method of protecting trees or utility poles, or if it is determined the affected trees or utility poles can be removed, a price for the alternate will be negotiated prior to the start of the work. A Contract Modification will be issued to pay for the alternate method and to reduce the quantity for the associated bid items. Sheeting, shoring, bracing, and dewatering of the entry and receiving pit shall be included in the Jacked in Place Steel Pipe bid item.

A. General

During pipe jacking operations, the augers shall not extend beyond the end of the casing and the casing shall not be pushed unless the auger is turning. The auger head shall be four inches (4") behind the end of the casing.

B. Casing Material

Steel pipe casings shall meet the requirements of ASTM A-139, Grade B material. The casing shall be new pipe prepared for field welding of circumferential joints. The outside diameter and wall thickness of the casing pipe shall meet the minimum requirements set forth in Section 909 of the MDOT Standard Specifications for Construction.

The inside diameter of all other casing pipes shall be at least six inches (6") larger than the largest outside diameter of the carrier pipe. The casing diameter and wall thickness shown on the detailed plans shall govern in case of a conflict with these specifications.

C. Skids and Bracing

Skids, position braces and blocking braces shall be strapped to the carrier pipe prior to installing inside of a casing. All skids and braces shall be

wolmanized timber and notched to accommodate the steel strapping bands. Alternate skid and bracing materials may be used with Engineer approval or if specified by the government agency having jurisdiction.

D. Casing Fill and Sealing

Both ends of the casing pipe shall be sealed by bulkhead, with brick and mortar, after installation of the underground utility within the casing. The space between the carrier and casing pipe shall be filled with lean grout or flowable fill.

The lean grout or flowable fill shall be supplied in conformance with the "Guide Specification for Controlled Low Strength Materials (CLSM)" published by the National Ready Mixed Concrete Association and the referenced standards therein. It shall have an unconfined compressive strength of greater than thirty pounds per square inch (>30 psi) and less than one hundred fifty pounds per square inch (< 150 psi). The material must allow for excavation with non-mechanical equipment.

Alternate methods of filling and sealing the casing pipe may be used with Engineer approval.

The bore pits shall be filled to the spring line of the carrier pipe with suitable bedding material to adequately support the carrier pipe and prevent shearing at the ends of the casing pipe.

4.05 Backfill

Backfill materials, methods, and requirements shall meet the MDOT Standard Plans R-83 series, and the MDOT Standard Specifications, unless otherwise noted herein, shown on the drawings or as required by other agencies.

A. Unsuitable Material

All backfill material shall be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stones, or other materials which, in the opinion of the Engineer are unsuitable. Frozen material shall not be used as backfill.

B. Bedding and Initial Backfill

Unless otherwise directed, all utility excavation shall be backfilled at least to a point one foot

(1') above the underground utility pipe immediately after installation.

Bedding and initial backfill material, from a minimum four inches (4") below the underground utility pipe to a point one foot (1') above the top of the pipe, shall be in accordance with the Standard Bedding Detail on the applicable utility Standard Detail Sheet. This backfill shall be placed in six inch (6") layers and compacted to ninety-five percent (95%) of the maximum unit weight.

C. Trench Backfill

Trench backfill in areas within the influence of sidewalks or vehicular traffic shall be placed in layers not to exceed twelve inches (12") in thickness and thoroughly compacted to ninety-five percent (95%) of the maximum density as determined by the Modified Proctor Method.

Trench backfill under areas not subject to vehicular or pedestrian traffic shall be any natural or otherwise approved material that can be compacted to the required density and contains no organic material. Backfill shall be placed in layers not to exceed twelve inches (12") in thickness and thoroughly compacted to ninety percent (90%) of the maximum density as determined by the Modified Proctor Method.

D. Temporary Surfacing

For paved streets or other paved areas, unless the Contractor restores the permanent pavement immediately following the completion of backfilling as the construction proceeds, the Contractor shall construct and maintain a temporary surface suitable for traffic. Unless otherwise specified or required by another agency such as the County Road Commission or MDOT, temporary surfacing shall consist of nine inches (9") of compacted MDOT 22A or 21AA and three inches (3") of cold patch asphalt surfacing which shall be rolled to correspond with the adjacent pavement. Said temporary surfacing shall be maintained in acceptable condition until the pavement is replaced.

4.06 Construction in Fill Sections and Embankments

All sites shall be completely land balanced to rough grade prior to utility installation. Backfill shall be placed in layers not to exceed twelve inches (12") in thickness and thoroughly compacted to not less than

ninety-five percent (95%) of maximum density as determined by the Modified Proctor Method.

ARTICLE 5 – RESTORATION

5.01 Green Belt

A. Landscaping

All trees, hedges, lights, and any other landscaping not specified for removal shall be protected during construction. If removal is required to construct any portion of the Project, the item removed shall be carefully removed and replaced prior to the completion of the Project. Trees, hedges and other living plants shall be kept alive after removal and replanted. The Contractor shall be responsible to reestablish the plant and shall be responsible for construction related damage or death of the tree or plant for the life of the maintenance bond.

The restoration for the entire project includes all labor, equipment and materials to completely restore anything affected by construction to a condition equal to or better than existing prior to construction. This includes, but is not limited to mailboxes, field tiles, ditching, lawns, shrubs, trees, plantings, sprinkler systems, landscaping, fences, yard decorations, brick pavers and existing utilities.

The Contractor shall carefully determine all restoration items in the construction area and make allowance for their cost in their bid.

B. Turf Restoration

Turf restoration consists of preparing all areas disturbed by the Work, and applying topsoil, fertilizer, sod and/or seed and mulch to those areas. All work shall be performed in accordance with Section 816 of the current MDOT Standard Specifications for Construction, except as modified herein.

All materials used for Turf Restoration shall meet the requirements of Section 917 of the current MDOT Standard Specifications for Construction.

Materials included in sodding are:

- Topsoil Surface, Furn, 3 inch
- Fertilizer, Chemical Nutrient, CI A
- Sodding
- Water, Sodding/Seeding

Materials included in seeding are:

- Topsoil Surface, Furn, 3 inch
- Fertilizer, Chemical Nutrient, CI A
- Seeding, Mixture THM (Turf Loamy to Heavy)
- Mulch and Mulch Anchoring
- Water, Sodding/Seeding

The Contractor shall perform Turf Restoration for all areas disturbed by the Work. All Turf Restoration shall be sodding, unless seeding is authorized by the Engineer.

Areas to be sodded/seeded shall be shaped and compacted per Section 816 of the current MDOT Standard Specifications for Construction. Place topsoil to the minimum depth indicated above to meet finish grade. If the area being restored requires more than the minimum depth indicated above to meet the finish grade, this additional depth must be filled using topsoil.

All areas disturbed by the Contractor and/or Subcontractor beyond the normal construction limits of the Work shall be sodded or seeded in accordance with this requirement at the direction of the Engineer.

Watering of new sod and seed shall be in accordance with the current MDOT Standard Specifications for Construction.

Water for this use may be obtained from the local water supply only with written permission from the local water system authority.

C. Irrigation System

The Contractor shall be responsible for verifying the location of, and protecting or removing and salvaging, portions of any existing privately owned and maintained irrigation systems which are located within the construction area. In addition, the Contractor shall be responsible for the re-installation of sprinkler lines and spray-heads after the Work has been completed, prior to performing final restoration work.

Once the irrigation lines and spray heads have been located, the Contractor shall carefully cut and remove the existing lines at a point just outside the limits of earth excavation. Temporary plugs shall be inserted into all open ends of pipe, which shall be capable of withstanding any line pressure from the

remaining portion of the irrigation system which is left undisturbed.

All existing spray heads and irrigation piping may be salvaged for later use in replacing the irrigation system. The work shall be performed by Contractors familiar with all aspects of irrigation system installation with a minimum of three (3) years' experience in such line of work.

5.02 Aggregate Surfaces

Construction of aggregate surfaces shall include all labor, equipment and material required to furnish, place and compact an MDOT certified aggregate surface course of the thickness and gradation specified by the local road authority having jurisdiction.

All materials shall meet the requirements of Section 902 of the current MDOT Standard Specifications for Construction. All material shall meet the gradation requirements for 23A dense graded aggregates as specified in Table 902-1 or as required by the local road authority having jurisdiction.

The work shall be performed in accordance with the requirements for Aggregate Surface Course and/or Class II Shoulder and Approaches – 23A as outlined in Sections 306 and 307 of the current MDOT Standard Specifications.

Place and compact the material in a manner that does not damage adjacent paved surfaces, if present. Maintain aggregate material in a smooth, stable condition and provide dust control. Scarify the existing surface full-width to a minimum depth of two inches (2") when adding aggregate material. Maintain compacted aggregate flush with each course of Hot Mix Asphalt (HMA) placed, if applicable. Grade aggregate material to provide positive drainage at all times. Aggregate material shall be compacted to 95 percent of the maximum unit weight at moisture content not greater than optimum.

5.03 Paved Surfaces

A. Concrete Pavement Repair

1. General

All work shall be done in accordance with the current Standard Specifications for Construction of the Michigan Department of Transportation (MDOT) except as otherwise modified herein.

2. Sawcutting

Where pavement is to be removed the concrete shall be saw cut full depth prior to removal. If the pavement is found to have not been saw cut full depth, the Contractor shall saw cut full depth a new joint beyond the limits of the previous saw cut joint and remove and replace the additional concrete at the Contractor's expense.

3. Removal

Concrete to be removed may vary in thickness and may include HMA overlay of various thicknesses and adjacent curbs. Pavement removal shall include all labor and equipment required for sawcutting, breaking, removing and disposing the existing pavement. The Contractor shall be responsible for protecting the pavement abutting the repair area.

4. Preparation of Base for Concrete Pavement Repair

Excavation shall be made to the required depth and width that will permit forming including a 4" minimum aggregate base, unless otherwise specified by the local road authority having jurisdiction. All base material shall be crushed limestone meeting the gradation requirements for 21AA dense graded aggregates as specified in MDOT Table 902-1. The material shall be shaped and compacted to the required density

5. Subgrade Undercutting

Where directed by the Engineer, the Contractor shall perform subgrade undercutting to remove unsuitable subgrade material. This work shall conform to the specifications set forth in the current MDOT Standard Specifications or as directed by the Engineer.

6. Portland Cement Concrete Mixture

All concrete furnished for the Work shall be a Portland cement concrete mixture that is resistant to excessive expansion caused by alkali-silica reactivity (ASR). Concrete shall generally meet the requirements of Grade P1, 5.6 sack concrete, modified as follows. The Contractor shall provide a concrete as modified by the Special Provisions.

All concrete mix designs shall be presented to the Engineer at the preconstruction

meeting along with which of the two options the Contractor will use to prevent ASR.

7. Concrete Sidewalk & Drive Approaches

Construction of concrete sidewalk and/or drive approaches shall include all labor, material and equipment required to compact the grade, form, and install non-reinforced concrete. Sidewalk forms shall provide for a transverse slope of ¼ inch per foot towards the roadway unless otherwise specified. Standard concrete walks shall be 4" thick and concrete walk/drive approaches shall be 6" thick.

8. Concrete Sidewalk Ramp

Sidewalk ramps at all public and private road crossings shall be constructed barrier free with a "Detectable Warning Surface". The work shall be in accordance with current MDOT Standard plans.

The work shall also include all necessary excavation, forming, and additional non-reinforced concrete required to make the first five (5) feet of the ramp, adjacent to any pavement, 8" thick. A 1" thick expansion joint shall be placed in the concrete surface where the thickness transitions down to 4" thick.

The Contractor shall provide detectable warning surfaces as specified by the local agency having jurisdiction and shall comply with all requirements of the ADAAG, the PROWAG and the MMUTCD.

9. Concrete Pavement

Concrete pavement repair shall include all labor, material and equipment required to compact the grade, form, and replace the concrete pavement and/or integral curb. Pavement thickness and reinforcing shall be as specified by the local road authority having jurisdiction.

10. Concrete Curb and Gutter

Concrete curb and gutter shall include all labor, material and equipment required to compact the grade, form and replace the concrete curb and gutter. The curb shall be formed to match the existing curb shape.

11. Forms

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be the full depth of the concrete. Gaps between forms, overlapping forms, or forms not providing a straight edge will not be accepted. Forms shall be firmly staked to the required line and grade.

12. Curing

Application of curing compound shall be required in accordance with the current MDOT Standard Specifications on all concrete pavement.

13. Concrete Protection

It is the responsibility of the Contractor to protect the placed concrete from vandalism, traffic, rain, cold weather, markings or other such damage.

Contractor shall take such precautions as are necessary to protect the concrete from damage caused by rain. If concrete is being poured when rain commences, the Contractor shall stop pouring immediately and cover all concrete that may be subject to damage.

Damaged concrete will be removed and replaced at no cost to the Owner.

14. Grouting

All honeycombed areas shall be grouted as directed by the Engineer prior to backfilling.

15. Joints

The Contractor shall provide all labor, equipment and materials required to construct concrete pavement joints as specified by the local road authority having jurisdiction, or in accordance with Section 603 and Section 914 of the current MDOT Standard Specifications, except as modified herein.

Hook bolt sizing and spacing shall be in accordance with MDOT Standard Plans, R-44 series.

B. Hot Mix Asphalt (HMA) Repair

1. General

HMA paving materials shall be furnished and placed on a prepared base to match existing lines and grades unless otherwise shown in the Contract Documents.

2. Sawcutting

Where HMA is to be removed the pavement shall be saw cut full depth prior to removal. If the pavement is found to have not been saw cut full depth, the Contractor shall saw cut full depth a new joint beyond the limits of the previous saw cut joint and remove and replace the additional HMA at the Contractor's expense.

3. Removal

HMA to be removed may vary in thickness and may include underlying concrete pavement of various thicknesses and adjacent curbs. Pavement removal shall include all labor and equipment required for sawcutting, breaking, removing and disposing the existing pavement. The Contractor shall be responsible for protecting the pavement abutting the repair area.

4. Preparation of Base for HMA Pavement Repair

Excavation shall be made to the required depth and width that will accommodate the aggregate base and pavement thickness required by the local road authority having jurisdiction. All base material shall be crushed limestone meeting the gradation requirements for 21AA dense graded aggregates as specified in MDOT Table 902-1. The material shall be shaped and compacted to the required density.

5. Subgrade Undercutting

Where directed by the Engineer, the Contractor shall perform subgrade undercutting to remove unsuitable subgrade material. This work shall conform to the specifications set forth in the current MDOT Standard Specifications or as directed by the Engineer.

6. Materials

All HMA Mixtures shall be in accordance with the MDOT Standard Specifications for Construction. Reclaimed asphalt will be

allowed in any of the mixes. Unless otherwise specified in the Contract Documents or by the local road authority having jurisdiction, HMA materials shall have the following minimum application rates or a total thickness equal to the existing pavement, whichever is greater:

- a.) Roadways (8" minimum thickness).

Base Course material shall be HMA, 2C applied at a rate of 440 lbs/syd.

Leveling Course material shall be HMA, 3C applied at a rate of 220 lbs/syd.

Top Course material shall be HMA, 4C applied at a rate of 220 lbs/syd.
- b.) Residential driveway approaches (3" minimum thickness).

Leveling Course and Top Course material shall be HMA, 36A applied in two (2) lifts consisting of a leveling course applied at a rate of 165 lbs/syd. and a top course applied at a rate of 165 lbs/syd.
- c.) Commercial driveway approaches (6" minimum thickness).

Base and leveling course material shall be HMA, 3C, applied in two (2) lifts at a rate of 220 lbs/syd., per each lift.

Top course shall be HMA 13A applied at a rate of 220 lbs /syd.
- d.) Parking lots (4" minimum thickness).

Leveling Course material shall be HMA, 3C applied at a rate of 275 lbs/syd.

Top Course material shall be HMA, 36A applied at a rate of 165 lbs/syd.
- e.) Performance Grade Binder

The Performance Grade Binder for all mixtures shall be: 64-22.

f.) Aggregate Wear Index

The required Aggregate Wear Index (AWI) number shall be 220, minimum.

g.) Bond Coats

Bond Coats shall be applied in accordance with the current MDOT Standard Specifications for Construction. Bond Coats shall be SS-1h applied at a rate of 0.05 to 0.10 gal/square yard.

7. Construction

Do not place HMA or apply bond coat when moisture on the existing surface will prevent satisfactory curing.

8. HMA Protection

It is the responsibility of the Contractor to protect the placed HMA from vandalism, traffic, or other markings or damage.

Damaged HMA will be removed and replaced at no cost to the Owner.

SECTION 823. WATER MAINS

823.01 Description These written Specifications are intended to modify and supplement Sections 823 and 923 of the MDOT Standard Specifications. A conflict between these written specifications and the MDOT Standard Specifications shall be resolved in favor of these written specifications.

The work consists of excavating, installing, backfilling, testing, and disinfecting water mains and associated appurtenances.

823.02 Materials Provide materials in accordance with the following:

A. General All water main pipe, fittings, and appurtenances shall meet the requirements the current specifications of the American Society for Testing and Materials (ASTM), the American National Standards Institute (ANSI), the American Water Works Association (AWWA), and the Safe Drinking Water Act.

B. Defective Materials All pipe, fittings, valves, hydrants, and other appurtenances shall be examined carefully for damage and other defects prior to installation. Defective materials shall be replaced or corrected and held for review by the Owner. Rejected material shall be so marked and removed from the project site.

C. Pipe

1. Restrictions. PVC and HDPE water main shall only be used when specified on the plans or with written authorization of the engineer. The use of asbestos cement pipe and gray iron pipe will not be allowed.

2. Approved Pipe Materials. The approved types of pipe are shown on the Drawings or specified in the community Standard Detail Sheets and shall meet the following:

- a. Ductile Iron Pipe (DI)
ANSI/AWWA C151/A21.51 Class 54, double cement lined.

- b. Polyvinyl Chloride Pipe (PVC)
ANSI/AWWA C900, PC 235 (DR 18), 4" through 12" only.
- c. River Crossing Pipe
ANSI/AWWA C151/A21.51 Class 54, double cement lined equal to "Usiflex Boltless Flexible Joint Pipe" by U.S. Pipe, or "Clow Ball and Socket Pipe" by Clow Corporation.

3. Manufacture's Identification

Pipe shall have the nominal pipe size, material, class, dimension ratio, and pressure class shown on each pipe along with the NSF certification, Manufacturer's mark and country where produced.

D. Pipe Joints

Joints for the various acceptable types of water main shall comply with the following:

1. Push-on Type Joint

- a. Ductile Iron Pipe
ANSI/AWWA C111/A21.11 with serrated brass wedges. Two (2) wedges for 6-12 inch pipe, and four (4) wedges for pipe 16 inches and larger.
- b. PVC Pipe
ANSI/AWWA C900 with elastomeric-gasket bell ends.

2. Mechanical Joint

ANSI/AWWA C-111/A21.11

- a. Bolts shall be "Cor-Blue" or "R-Blue" with T-Heads, Hex-Head nuts or approved equal.
- b. All mechanical joints shall be wrapped with polyethylene in accordance with ANSI/AWWA C105/A21.5 when required on the Standard Details for construction
- c. Split retainer glands are not allowed.

SECTION 823. WATER MAINS

3. Flanged Joint
ANSI/AWWA C111/A21.11 with rubber,
ring gaskets.

- a. All flanged joints exposed to earthen materials, shall be wrapped with polyethylene in accordance with ANSI/AWWA C105/A21.5 when required on the Standard Details for construction.
- b. Flanged joints shall be used only when specified on the plans.

4. Restrained Joints

If specified, restrained joints shall be a boltless restrained joint with a rubber gasket (Clow super-lock or approved equal). The restraining mechanism shall be a ductile iron retainer. The pipe shall be supplied with a factory installed lock-ring welded to the plain end of the pipe to anchor the retainer.

E. Fittings

1. Ductile Iron
ANSI/AWWA C153/A21.53 (compact fittings) with interior and exterior epoxy coating per ANSI/AWWA C116/A21.16 and with mechanical joints and retaining glands. Split retainer glands are not allowed.

2. The use of PVC and HDPE fittings are not allowed unless specifically requested or approved by the Engineer.

F. Lining, Coatings, and Polyethylene Encasement

1. Interior Lining

- a. Pipe: ANSI/AWWA C104/A21.4, Cement-Mortar, double thickness
- b. Fittings: ANSI/AWWA C104/A21.4, Cement-Mortar, single thickness, or; ANSI/AWWA C116/A21.16, Fusion-Bonded Epoxy

2. Exterior Coating

- a. Pipe: ANSI/AWWA C151/A21.51 asphaltic coating
- b. Fittings: ANSI/AWWA

C151/A21.51 asphaltic coating, or
ANSI/AWWA C116/A21.16,
Fusion-Bonded Epoxy

3. Seal Coat: ANSI/AWWA C104/A21.4 asphaltic material (Omit for epoxy coated fittings).

4. Polyethylene Encasement:
ANSI/AWWA C105/A21.5, if required on the community Standard Details Sheets.

G. Valves and Hydrants

1. Gate Valves

Gate Valves shall conform to ANSI/AWWA C509 or ANSI/AWWA C515 specifications and local community standards. The valve shall be cast with an iron body, a bronze non-rising stem, double "O"-ring replaceable seals and mechanical joints. Furnish with a two inch (2"), square operating nut and a resilient-seated wedge in accordance with the local community standards.

The opening direction shall be in accordance with the local community standards.

2. Tapping Valves

Tapping valves shall conform to the requirements of gate valves as specified herein. The valve shall be manufactured to allow a tapping machine to tap directly through the open valve.

The valve shall be supplied with a flanged joint for connection to the tapping sleeve and a mechanical joint for connection to the branch water main. The tapping sleeves shall be ductile iron or stainless steel with split sleeves and a flanged outlet.

3. Valve Boxes

Valve boxes shall be a 3-piece, screw type box (5 ¼ inch shaft) with an extension range of 51-60 inches. The box shall have a round base, sized to fit the valve, and a locking cover marked "water".

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4. Hydrants

Fire hydrants shall be a dry-barrel type conforming to ANSI/AWWA C502 and all local municipal standards. The hydrants are to be supplied with a minimum valve opening of 5 ¼ inches and a six inch (6") mechanical joint inlet connection.

The hydrant shall be a "breakaway" type and shall have the drain holes plugged.

The threads for pumper and hose connections, operating nut (size and shape), direction of opening, and paint color shall be as designated by local fire department standards. The depth of bury, for hydrants, shall meet local community standards but in no case shall it be less than five feet (5').

H. Valve Wells and Concrete Products

1. Valve Well

Valve wells shall be precast reinforced concrete (manufactured with Type IIA or IP (MS) cement), flexible-joint type in accordance with ASTM C478. All lifting holes shall be filled, and joints pointed, with hydraulic cement as specified in this section.

2. Concrete

Concrete for plain or reinforced anchorages, thrust blocks, encasements, meter pits, foundations, and other structures shall be MDOT Grade P1, with a minimum compressive strength of 3500 psi at 28 days (minimum of 5 ½ sacks of air entrained cement per cubic yard) unless otherwise noted on the plans or in the specifications.

Concrete for cradles shall contain 5 sacks of air entrained cement per cubic yard and minimum compression strength of 3,000 psi. The concrete shall be mechanically mixed and have zero slump.

Reinforcing steel, when required, shall conform to ASTM A615 current specifications with minimum yield strength of 60,000 psi, unless otherwise noted on the plans or in the specifications.

Water for concrete shall be clean, fresh, and free of oil, acids, and organic matter.

3. Brick, Mortar, and Miscellaneous

Brick shall be solid (no cores) concrete brick per ASTM C55 current specifications, Grade N. The brick shall have a nominal size of 2 ¼ x 3 ⅝ x 7 ¾ inches.

Mortar for masonry work, pointing, setting, adjusting or reconstructing frames and covers shall be hydraulic cement; Octocrete manufactured by IPA Systems, Xypex Patch 'N Plug manufactured by Xypex Products, Quad-Plug manufactured by Quadex Rehabilitation Products, Hydraulic Water-Stop Cement (No. 1126) manufactured by Quikrete, Strong-Seal QSR manufactured by the Strong Company or approved equal.

Water shall be clean and fresh, free from oil, acids and organic matter.

Cement-sand backfill, when called for on the plans, shall consist of one part Portland cement, dry-mixed with 10 parts of sand (by volume). Portland cement shall be air-entrained, type 1A conforming to ASTM C150, current specifications. Sand shall meet MDOT 2NS or 2MS sand.

4. Appurtenances

Frames and covers shall meet the requirements as specified on the community Standard Detail Sheets.

Valve well steps, if required on the community Standard Detail Sheets, shall be plastic coated steel meeting the requirements in ASTM D2146-77, Type II, Grade 49108. Steps shall be M.A. Industries P.S.I. Polypropylene, MSU #360 ALU Poly or approved equal with foot recess and suitably scored to provide a non-slip surface. The maximum vertical spacing of the steps shall be sixteen inches (16") center-to-center. Bottom step shall be twenty-four inches (24") maximum above floor. Top step shall

SECTION 823. WATER MAINS

be eighteen inches (18") maximum below rim.

Exterior gate well seals shall be CANUSA wrap or approved equal.

Tracer wires shall be 10 gauge wires having "UF" or "USE" insulation.

823.03 CONSTRUCTION

A. General

The installation of DI and PVC pipe and appurtenances shall follow ANSI/AWWA C600 and C605 specifications and AWWA manuals M41 and M23 accordingly unless otherwise specified on the local community standard details for construction. The contractor is responsible for the loading and unloading of all materials and shall use the proper techniques to prevent damage.

B. Pipe

1. Pipe Cleanliness

Foreign material shall be removed from the interior of the pipe and shall be prevented from entering the pipe while it is being placed. No debris, tools, clothing, or other materials shall be placed in the pipe at any time.

Lumps, blisters, and excess coating shall be removed from the socket and plain ends of each pipe. The outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign materials before the pipe is laid.

2. Pipe Placement

Unless otherwise directed by the Engineer, the pipe shall be laid with the bell ends facing the direction in which the work is progressing. The assembly of several sections of pipe, prior to placement in the trench, will not be permitted.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade as

shown on the plans or as directed by the Engineer. The pipe shall not be bumped with a backhoe or excavator bucket to obtain the correct line or grade because of the possibility of such practices causing damage to the pipe and/or lining. **The bending of PVC pipe is not allowed.** The pipe shall be secured in place with the approved backfill material.

PVC pipe shall be installed with two (2), tracer wires installed on top of the pipe prior to placement of the initial backfill.

C. Joint Assembly

1. Push-on Joints

Assemble push-on joints as follows:

- a. Clean the groove and bell socket and insert the gasket, making sure that it faces the proper direction and that it is correctly seated.
- b. Check that the plain end is beveled. File or grind square or sharp edges to prevent damage or dislodging of the gasket.
- c. Clean foreign material from the plain end. Apply push-on joint lubricant to the gasket and plain end in accordance with the pipe manufacturer's recommendations.
- d. Push the plain end into the bell of the pipe to the home position. Deflect joints after the joint is assembled.
- e. The backhoe bucket and the pipe choker shall not be used to push or pull the pipe into the bell.

2. Mechanical Joints

Assemble mechanical joints as follows:

- a. Check that the plain end is beveled. File or grind square or sharp edges to prevent damage or dislodging of the gasket.
- b. Clean the socket and plain end of dirt and foreign material. Place the retainer gland then the gasket on the plain end of the pipe. Lubricate the bell end, plain end and gasket with a soap solution or push-on joint lubricant

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before the joint is assembled.

c. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Deflections shall be made after the joint is assembled but before tightening the bolts.

d. Bolts shall be initially drawn up snugly and uniformly on opposite sides of the pipe before final tightening. Tighten bolts with a torque wrench to the normal range of 75 to 90 ft-lbs.

3. Joint Deflection

When it is necessary to deflect the pipe from a straight line, either vertically or horizontally, as called for on the plans or as directed by the Engineer, the deflection shall not exceed the following values:

MAXIMUM JOINT DEFLECTION		
Nominal Pipe size (in)	Push-On Joint Maximum Offset (in)*	Mechanical Joint Maximum Offset (in)*
4	14	23
6	14	20
8	14	15
12	14	15
16	8	10
24	8	7

*Offsets are based upon 18 foot lengths of pipe.

4. Pipe Cutting

Cut pipe for insertion of valves, fittings, or closure pieces in conformance with all safety recommendations of the manufacturer of the cutting equipment. Perform work and cut pipe in a safe, workmanlike manner without damaging the pipe or cement-mortar lining.

Cut ductile iron pipe square to the pipe axis using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, or milling wheel saw. An oxyacetylene torch will not be allowed to cut the pipe.

Grind cut ends and rough edges smooth to the touch. Bevel the end for push-on joint connections.

D. Construction of Appurtenances

1. Hydrant Installation

a. Construct hydrants at the locations and to the grades shown on the plans or as directed by the Engineer. Do not alter the hydrant locations without approval from the Engineer.

b. Installation shall conform to the dimensions and details in accordance with the water main detail sheets and as shown on the detailed plans. Stand hydrants plumb and with their nozzles parallel with, or at right angles to the curb, with pumper nozzle facing the curb or road. Hydrants having two nozzles at 90 degrees to each other shall be set with each nozzle facing toward the curb or road at an angle of 45 degrees.

c. Connect hydrants to the main with a tee of the specified diameter and a six inch (6") valve and box. Plug drain outlets if supplied with the hydrant.

d. Paint hydrants with two (2) coats of paint of the color specified by the community.

2. Valves and Fitting Installation

Install valves shall be installed at the locations shown on the plans unless otherwise directed by the Engineer.

a. Prior to installation, valves may be examined by the Owner's Representative for direction of opening, number of turns to open, freedom of operation, tightness of pressure-containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage, and cracks.

b. Valves not in conformance with the specifications may be rejected by the Owner or the Engineer. Install main

SECTION 823. WATER MAINS

line valves in a well with vertical supports so that the pipe will not be required to support the weight of the valve. Valves shall be installed in the closed position.

Valves shall be set in line with the main and shall not be used to re-align the pipe. Stems shall be set plumb so that the operating nut is readily accessible through the opening in the top of the well.

c. Install brass corporation stops in the top of the pipe on each side of a gate valve (except hydrant valves). The location, size and type of corporation stop shall be in accordance with the local community Standard Details sheets.

d. Level the frame with concrete brick (12" maximum adjustment). Install exterior seals in accordance with the community Standard Detail Sheets.

3. Thrust Blocks, Anchors, and Encasements

Install concrete thrust blocks on all tees, bends, caps, and plugs in accordance with the water main detail sheets.

Install concrete anchors on all vertical bends in accordance with the water main detail sheets.

Install concrete encasement to the dimensions as detailed on the plans.

In areas of unstable soils, alternate thrust restraint systems will be considered by the Engineer in place of concrete thrust blocks and anchorages. Alternate restraint systems may include restraining rods, Mega-lug restraints, restraining gaskets, pilings etc. The Engineer and Owner must approve the alternate restraint system prior to installation.

E. Hydrostatic Testing

Warning: The testing methods described in this section are specific for hydrostatic pressure testing in accordance with AWWA Manual M41. These procedures should not be applied for air-pressure testing because of the serious safety hazards involved.

Verify with the local municipality if hydrostatic pressure testing is to be performed before or after disinfecting the water main.

1. Test Restrictions

If the Contractor, for any reason, must have the existing water supply shut off, he shall contact the local DPW or Water Department to perform the shut off. The Contractor shall not shut off the water unless directly authorized by the Owner or Engineer.

The pressure test shall be conducted at 150 psi and may not vary by more than ± 5 psi for the duration of the test.

The hydrostatic test shall be at least a two (2) hour duration.

The maximum length of test shall not exceed 3,000 feet in length. The Owner reserves the right to test shorter distances.

Conduct the pressure test, supplying all equipment, materials, and labor to conduct the test, including a pump, pipe connections, gauges, meters and other apparatuses.

The Owner or Owner's Representative must be present to witness the pressure test. New pipe installations may not be connected to the existing water system during the hydrostatic test.

Conduct hydrostatic pressure test against closed hydrant valves.

2. Test Pressure

After the pipe has been laid and backfilled properly, all newly laid pipe or any valved

SECTION 823. WATER MAINS

section thereof shall be subjected to a hydrostatic pressure of 150 psi at the point of testing. Each valved section of pipe shall be slowly filled with water, and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure. It is optional to allow the system to stabilize at the test pressure before conducting the leakage test.

3. Air Removal

Before applying the specified test pressure, air shall be expelled completely from the pipe, valves, and hydrants. If permanent air vents are not located at all high points, the Contractor shall install corporation cocks, which shall be located and recorded by the Engineer, at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged or left in place at the discretion of the Owner.

4. Examination

Any exposed pipe, fittings, valves, hydrants, and joints shall be examined carefully during the test. Any damaged or defective pipe, fittings, valves, hydrants, or joints that are discovered following the pressure test shall be repaired or replaced with sound material, and the test shall be repeated until it is satisfactory to the Owner.

5. Leakage Defined

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi of the specified test pressure after the pipe has been filled with water and the air has been

expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

6. Allowable Leakage

The maximum permissible leakage during the hydrostatic test shall not exceed a rate of 0.16 gallons per inch diameter of main per 1000 lineal feet in 2 hours at a pressure of 150 psi.

If any pipe installation exceeds the leakage rate, the Contractor, at his expense, shall locate and make approved repairs until the leakage is within the specified allowance. All leaks shall be repaired in the presence of the Owner or Engineer.

All visible leaks are to be repaired, regardless of the amount of leakage.

F. Disinfecting Water Mains

Disinfect water mains in accordance with AWWA C651 current specifications, Michigan Department of Public Environmental Quality and the Detroit Water and Sewerage Department requirements.

Prior to disinfection, the Contractor shall verify if the local municipality, the Contractor, or another entity is to perform the disinfection. The Contractor shall comply with any and all modifications to this specification required by the local municipality to ensure compliance with community disinfection standards.

1. Basic Disinfection Procedure

- a. Prevent contaminating materials from entering the water main during storage, construction, or repairs.
- b. Remove by flushing or other means, those materials that may have entered the water main.
- c. Add the chlorinating agent to remove any residual contamination that may remain and flush the chlorinated water from the main.

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d. Determine the bacteriological quality by laboratory test after disinfection.

2. Acceptance

Contractor shall take two water samples 24 hours apart, from the newly installed main and test for bacteriological quality. The tests must be performed by a qualified laboratory and must show the absence of coliform organisms. Delivery of the supplies to the testing lab shall be coordinated with the Owner.

If test results show the presence of coliform organisms, the water main shall be rechlorinated until satisfactory results are obtained.

3. Disposal of Chlorinated Water

Exercised caution when disposing chlorinated water to avoid upsetting environmental conditions. If necessary, contact the local sewer department for conditions of disposal to a sanitary sewer.

In very critical areas, a chemical neutralizing agent may be required to remove the chlorine. Chemical neutralizing agents shall be used only as directed by the Engineer.

G. Placing Into Service

Make arrangements with the local water department for final connection to the existing water system after receiving approval of the hydrostatic and chlorination tests.

Water mains shall be placed into service within ten (10) days of the installation. Otherwise, all remaining construction on the contract may be halted.

The Owner reserves the right to place into service any completed portions of work which are ready for service although the entire contract is not complete. The Owner shall do so with written notice to the Contractor.

Placement of a portion of the main into service prior to completion of the entire contract shall not constitute final acceptance of the work.

Dewater all hydrants after placing the new main into full service and prior to leaving the site.

823.04 MEASUREMENT AND PAYMENT

The actual number of units of each unit price item of work actually performed may be more or less than the number stated in the Basis of Bid in the Bid Form, or included in the contract, but no variation in the contract unit price will be made on that account. Payment will be made only for the actual number of units incorporated in the work, or for the actual number of units of work performed, and at the contract unit prices for each such unit with measurement for payment made as defined in the following paragraphs. Items not listed in this section for payment, or further defined by project specifications but necessary for completion of the project, shall be included in the construction.

PAY ITEM	PAY UNIT
Water Main, Abandon	LS
Water Main, Remove	Ft
Water Main, Bore, ___ inch	Ft
Fire Hydrant Assembly	Ea
Hydrant Adj	Ea
Tapping Sleeve and Valve, ___ inch x ___ inch	Ea
Gate Well Cover	Ea
Gate Well Cover, Adj	Ea
Water Service, Modified	Ea
Water Main Connection, ___ inch	Ea

Water Main, Abandon

The lump sum price for **Water Main, Abandon** includes the cost to bulkhead all open ends of abandoned water main with concrete, and if

SECTION 823. WATER MAINS

shown on the plans, fill the abandoned water mains with non-structural flowable fill in strict compliance with the State of Michigan permit or local community standards.

Water Main, Remove

The unit price for **Water Main, Remove**, where noted on the plans or directed by the Engineer, includes the cost of removal and disposal of the water main to an acceptable disposal site.

Water Main, Bore, ___ inch

The unit price for **Water Main, Bore** of the size required, shall include constructing the bore pit, sheeting, shoring bracing, and dewatering if necessary to accomplish the water main bore.

The Owner will not pay separately for a water main bore where the Contractor eliminates the need for the bore, or the water main is bored at the Contractor's discretion.

Fire Hydrant Assembly

The unit price for **Fire Hydrant Assembly** includes the cost of providing and installing the hydrant, auxiliary valve and box, pipe, and hydrant extensions necessary to achieve the required alignment and grade. The unit price shall also include all fittings, final painting, and dewatering of the hydrant.

Hydrant, Adj

The unit price for **Hydrant, Adj** includes the cost of vertically adjusting the hydrant, and the hydrant extension spool necessary to achieve the required grade, final painting, and dewatering of the hydrant.

Tapping Sleeve and Valve, ___ inch x ___ inch

The unit price for **Tapping Sleeve and Valve, ___ inch x ___ inch**, of the size required includes the cost of providing and installing the tapping sleeve, valve, all necessary restraints, complete and ready for use. This work includes the complete live tapping procedure.

Gate Well Cover

The unit price for **Gate Well Cover** includes the cost of providing and installing the gate well

cover following the provisions of Drainage Structures in Section 403 of the MDOT Standard Specifications. Adjustments to achieve the required grade for gate well covers on new gate well structures is included in the pay item **Gate Well, ___ inch dia.**

Gate Well Cover, Adj, Case ___

When new gate well covers are placed on existing gate well structures, the Owner will pay for **Gate Well Cover, Adj, Case ___** in addition to the new cover, as Case 1 or Case 2 as specified in Section 403 of the MDOT Standard Specifications for Drainage Structure Cover.

Water Serv, Modified

The unit price for **Water Serv, Modified** includes all requirements for water services in Section 823.04 except the water service connection is made without installing a new shutoff.

Water Main Connection, ___ inch

The unit price for **Water Main Connection** of the size required includes the cost of all fittings, solid sleeves, thrust restraints, removal of existing pipe, and to connect the newly installed water main to the existing water main. Connections may only be made following acceptable testing and disinfection results, and Owner's approval.

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PROGRESS CLAUSE

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Work shall not begin until the City of Eastpointe has secured a Drinking Water Revolving Fund (DWRf) loan anticipated on August 29, 2022 and until a Notice to Proceed has been issued. Work will not start any earlier than September 15, 2022. In no case shall any work be commenced prior to receipt of formal Notice of Award by the Department.

Completion Date:

The project work shall be substantially completed on or before September 15, 2023.

The Project shall be completed in its entirety and ready for final acceptance no later than October 13, 2023.

Work Restrictions:

No work shall be performed on Sundays or holidays. Work hours shall be from 7:00am to 7:00pm, Monday through Friday with permission by the City to work on Saturdays. Requests to work on Saturdays must be received by the City no later than noon on the Thursday before anticipating work on a Saturday. Work hours on Saturdays shall be 8:00am to 5:00pm.

The Low Bidder(s) for the work covered by this Proposal will be required to meet with the Owner to work out a detailed progress schedule. A scheduled date for the preconstruction meeting will be set within one week after Notice of Award is issued.

Named subcontractor(s) as shown in the Proposal are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

The Project Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding Proposal, the final project completion date shall also be included in the Project Schedule.

If the bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Liquidated Damages shall be assessed in accordance with Section 108 of the 2020 Standard Specifications for Construction.

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR
GENERAL

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CONSTRUCTION STANDARDS

All work performed under this Contract shall be constructed in accordance with, and by means and methods outlined in the Michigan Department of Transportation 2020 Standard Specifications for Construction except as otherwise modified herein. All uses of "Standard Specifications" or "Standard Specifications for Construction" within the Special provisions shall refer to the aforementioned standards.

The special provisions set-forth hereinafter are intended to supplement or take precedence over the MDOT General Conditions, General Specifications, or Open-Cut Specifications contained in the referenced MDOT Standards. Unless a Special Provision is provided hereafter, all work shall be performed, and all materials and equipment utilized on this Project shall meet the requirements of the 2020 Standard Specifications for Construction.

Sidewalks and sidewalk ramps shall be constructed in accordance with the Americans with Disabilities Act, MDOT Standard Plan R-28-Series and the Standard Specifications for Construction.

WORKING SPACE

In all operations, the Contractor shall interfere as little as possible with traffic and in all cases shall confine his operations within the Right-Of-Way lines and/or within the City's property.

Stockpiling of construction material and equipment will be permitted as necessary, but in no case shall traveled ways, driveways, or entrances be unduly obstructed. Stockpiling of any soil materials shall be done in accordance with requirements of the soil erosion permitting agency.

Should the Contractor desire additional space on private property, such space may be obtained on privately owned property at Contractor's expense, by written agreement with the Owner thereof, and shall pay for all restoration costs.

TRUCK ROUTES

All construction traffic shall comply with existing traffic patterns and regulations. All trucks shall have loads trimmed and tarped to prevent spillage. Approval of truck routes will be determined at the pre-construction meeting.

The Contractor shall be responsible for the repair or replacement of any property which is damaged due to truck and equipment traffic.

STREET CLEANLINESS – DUST CONTROL

The Contractor shall clean and keep clean the street, the work area and public or private property occupied by him, from waste materials, refuse, mud, etc., resulting from his operations. Trucks hauling excavated materials, cement, sand, stone, or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their loads shall be trimmed. Should the Contractor be negligent of his duties in maintaining the proper street cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for all the costs.

Dust control shall be included as a part of Street Cleanliness and shall mandate the use of calcium chloride, water wagons or power vacuums, or combinations of these efforts. Such dust control shall apply directly to the work site and any other thoroughfare used by the Contractor(s) or his supplier's hauling operations. The Owner, or Engineer, may direct that affected streets shall be power vacuumed once a day with all costs for such vacuuming and other dust control measures hereinbefore described to be considered incidental and included in the unit prices bid for other Contract items of work.

SAWCUTTING

Sawcutting on this project is not a separate Pay Item. Where the pavements, walks, drives, etc., are designated for removal the concrete and/or HMA material shall be sawcut to the full depth prior to demolition and removal. If the materials are found to have not been sawcut to the full depth, the Contractor shall bear the expense of recutting a new joint, if necessary, as directed by the Engineer. All costs for additional removal and replacement of concrete and/or HMA materials beyond what was originally designated will be the responsibility of the Contractor.

STRUCTURE CLEANING

All structures, manholes, gate wells, and shut-off boxes shall be cleaned of debris, dirt, aggregate, concrete, and miscellaneous items whenever such foreign matter shall enter or deface same as a result of the Contractor's activity. Cleaning shall be done as required, but not later than the same day as "fouling" occurs.

Prior to final site inspection all structures in the line of work, and adjacent thereto, that receive any type of foreign material resulting from construction operations shall be cleaned with power vacuum equipment. A Construction Observer shall verify the acceptance of each structure as the work is performed.

MISCELLANEOUS LANDSCAPE RESTORATION

At locations where minor disturbance of existing landscaping materials not covered by Contract Items (landscaping blocks, mulch, etc.) is necessary to complete the Work, the Contractor will remove, store and reinstall such materials. Disturbance shall be kept to the minimum amount possible. Restoration of lawn areas and miscellaneous landscaping items not covered by Contract Pay Items shall be included in the unit prices for other Contract Items of Work.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

AEW / rrk

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GENERAL

During progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic to the extent possible. Maintain such traffic in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices and requirements of the City of Eastpointe Public Safety Department.

The Contractor shall provide a traffic control plan indicating the means and methods for controlling traffic on each area of the project. The Contractor's traffic control plan will be discussed at the pre-construction meeting and any modification to the plan shall be implemented by the Contractor.

If traffic conditions require that the plan be modified for a particular problem, the Contractor shall comply with the modifications as required by the Engineer and/or Public Safety Department.

No trenches shall remain open overnight with no exceptions.

Access to fire hydrants, water and gas valves shall always be maintained. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Public Safety Department and Department of Public Works. Access shall be maintained for emergency vehicles to all areas within the CIA at all times.

The Contractor shall provide flagmen, warning lights, signs, plastic drums, and Type III barricades whenever necessary to direct and protect vehicular and pedestrian traffic.

The Contractor shall inform the Engineer and local Public Safety Department in advance of his program of street obstruction, closures and detours, so that the Public Safety Department can set up plans for servicing the area in case of an emergency. The Contractor shall also notify the Department of Public Works at least two (2) working days prior to closing any portion of any street.

The Contractor shall furnish, erect, maintain and remove all traffic control devices, including lights, required to protect the construction area and the public.

Maintain as a minimum, one-way traffic in accordance with the Contractors Maintaining Traffic plan at all times to the greatest extent possible. Where full width pavement cuts are necessary to complete water main crossings, miscellaneous pavement repairs, or other work crossing the centerline of the road, a temporary total closure will be allowed while the work is being performed. In the event that a temporary total closure is necessary, advanced signing will be required at previous intersections to notify drivers of the closure. At a minimum, "Road Closed to Thru Traffic" (R11-4) and "Road Closed" (R11-2) signs and Type III Barricades shall be provided beginning one block from the closure. A minimum of (2) Type III barricades shall be placed at all intersections where the closure begins along with (1) R11-2 temporary sign. Where turns from cross-streets are prohibited due to closures, turn prohibition signs (R3-1, R3-2) shall be placed on the near side of the intersection to warn drivers. All pavement cut areas where traffic is to be maintained shall be re-opened at the end of each work day, with a temporary driving surface using Maintenance Gravel.

Prior notice shall be given to all affected residents prior to closure of their driveway to allow vehicles to be moved. Contractor shall minimize total closure times to the greatest extent possible.

NOTICE TO BIDDERS

UTILITY COORDINATION

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The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2020 MDOT Standard Specifications for Construction.

PUBLIC UTILITIES

The following Public Utilities have facilities located within the Right-of-Way:

Detroit Edison Company Carmine Venditelli 15600 Nineteen Mile Road Clinton Township, Michigan 48038	(586) 412-4758	Electric
Consumers Energy Jeff Parol 35350 Kelly Road Clinton Township, Michigan 48036	(586) 307-3276	Gas
Comcast Cable Warren Setty 6095 Wall Street Sterling Heights, Michigan 48312	(517) 204-8081	Cable TV
Wide Open West John Hajec 37150 Plymouth Road Livonia, Michigan 48150	(734) 237-4319	Cable TV
A.T. & T Joe Sikorski 100 S. Main Street, Suite 314 Mt. Clemens, Michigan 48043	(586) 466-6310	Telephone

City of Eastpointe
Public Works Department
17750 Ten Mile Road
Eastpointe, Michigan 48021

(586) 445-5040

Sewer & Water

For protection of underground utilities and in conformance with Public Act 53, the Contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

The owners of existing service facilities that are within grading or structure limits and/or in conflict with the proposed improvements will move them to locations designated by the Engineer or will remove them entirely from the road Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operation.

The structure and utility information shown on the plans indicates approximate locations and type of facilities as disclosed by the various utility company records. No guarantee is given or implied to the completeness or accuracy thereof.

It shall be the Contractor's responsibility to locate and determine the exact depth of existing utilities and building services prior to construction. Said utility information shall be supplied to the Owner, Engineer, and/or utility companies involved.

There will be no additional compensation for delays in construction due to the failure of the Contractor to verify utility depths or properly coordinate conflicts with utility companies.

Determining the existence and location of underground and overhead utilities and their protection shall be the responsibility of the Contractor. The Contractor shall call MISS DIG. No guarantee is made by the Owner or Engineer as to the completeness and/or accuracy of utility information shown on the plans. Information is from available records and is approximate only.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
MOBILIZATION, MAX. 3%

AEW / rrk

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The Pay Item **Mobilization, Max. 3%** shall consist of the costs of preparatory work and operations for the Project as outlined in Section 150 of the MDOT 2020 Standard Specifications for Construction. Each Bidder shall enter, in the "Unit Price" column of the Proposal, their Lump Sum bid amount for this item, up to a maximum amount equal to three percent (3%) of the Total Bid.

The bid amount for this item will be included in the first monthly payment to the Contractor.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
EROSION CONTROL, INLET PROTECTION, FABRIC DROP

AEW / rrk

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0145-0641

a. Description. This item of work consists of furnishing, placing and maintaining a specific soil erosion control measure at each existing and proposed catch basin structure located within the construction influence area to positively prevent sediment and other construction generated debris from entering adjacent sewers or drains.

b. Materials. The erosion control measure to be furnished, installed, and maintained under this item of work shall be as supplied by one of the following, or any approved equal:

Catch-All Inlet Protector
Marathon Materials, Inc.
25523 W. Schultz Street
Plainfield, IL 60544
(800) 983-9493

Siltsack
ACF Environmental
2831 Cardwell Road
Richmond, VA 23234

Dandy Sack
Mirafi
365 South Holand Drive
Pendergrass, GA 30567
(888) 795-0808

c. Construction. The Contractor shall install and maintain the Inlet Filters as directed by the Engineer, per manufacturers' specifications and in accordance with all applicable statutes and regulations.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Contract Item (Pay Item)	Pay Unit
Erosion Control, Inlet Protection, Fabric Drop	Each

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
GAS MAIN, ABANDONED, REM

AEW / rrk

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0145-0641

a. Description. During the installation of the proposed water main, certain variably sized Gas Mains that are abandoned may be encountered which may be in conflict with the lines and grades of the new water main and related work.

This Pay Item was included in the Proposal to establish a basis of payment for dealing with abandoned gas mains if they are encountered during excavation operations to install water main.

The work would include the cutting away and removal of miscellaneous sections of pipe in order to provide room for the new items of work.

The abandoned gas mains are likely steel or plastic and shall be neatly cut a minimum of twenty-four inches (24") each way beyond the outside edge of any new item of work.

The open ends of all cut pipe shall be permanently sealed in accordance with the Consumer's Energy specifications.

Prior to cutting and removing ANY Gas Mains or Gas Services thought to be abandoned, the Contractor shall contact the Consumer's Energy Company for Field verification that any such Mains and or Services are in-fact no longer in service and are safe to remove.

Any additional excavation and trench backfill required beyond that necessary to construct the new water main shall also be included in the unit price bid for "Gas Main, Abandoned, Rem".

b. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Gas Main, Abandoned, Rem	Foot

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
SANITARY SERVICE LEAD REPAIRS

AEW / rrk

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0145-0641

a. Description. This item of work shall include all labor, equipment and materials necessary to repair short lengths of sanitary sewer service leads that may require lowering during water main installation or are damaged during the installation of water main regardless of the diameter of the service lead. The Contractor will be provided GIS information regarding the location of known sanitary service leads; however, the information provided may not be completely accurate and therefore a shallow sanitary service lead may be encountered that is not shown on the GIS records. The existing service leads are either vitrified clay or PVC pipe and are typically 6 inches in diameter.

b. Construction. All work shall be performed in accordance with Section 402 of the 2020 Standard Specifications for Construction, as detailed on the plans, and as directed by the Engineer. All sanitary service lead repairs must be completed so that no possible source of infiltration or inflow may be created.

c. Materials. The pipe material for replacing sanitary service leads shall be Schedule 40 PVC. Bedding and backfill material shall be Trench Detail B. "Fernco" or equal watertight rubber boots shall be furnished and installed where necessary to connect open ends of pipe and are included in the unit price for this item of work.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Sanitary Service Lead Repair	Each

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR
AGGREGATE BASE

AEW / rrk

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0145-0641

a. Description. The work consists of constructing aggregate base courses on a prepared subgrade approved by the Engineer.

b. Materials. All material for constructing the uniform aggregate base shall be an MDOT certified 21AA Dense Graded Aggregate which shall meet the requirements of Section 902 of the 2020 Standard Specifications for Construction.

All 21AA material furnished shall meet the physical gradation requirements for Dense-Graded Aggregates as specified in Table 902-1 under Subsection 902.11

Load Tickets shall be furnished for all materials in accordance with Section 302.03 of the 2020 Standard Specifications for Construction.

c. Construction. All work shall be performed in accordance with Sections 302 and 902 of the 2020 Standard Specifications for Construction as detailed on the plans, and as directed in the field.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Aggregate Base, 6 inch	Square Yard
Aggregate Base, 8 inch	Square Yard

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
DRIVEWAY, NONREINF CONC, 4 INCH

AEW / rrk

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0145-0641

a. Description. The work consists of constructing 4" thick concrete driveways as directed by the Engineer. In order to not exceed a maximum slope of 10 percent on driveway approaches or where driveways may be damaged from construction equipment due to the installation of water main being under the sidewalk it may be necessary to remove and replace a portion of the driveway behind the sidewalk and the limits of this removal and replacement will be determined by the Engineer. The Contractor shall take caution when installing water main and prevent damages to driveways as much as possible. where shown on the plans.

b. Materials. All materials shall meet the requirements of Section 801 of the 2020 Standard Specifications for Construction.

c. Construction. The work shall be performed in accordance with Section 801 of the 2020 Standard Specifications for Construction, and as directed by the Engineer.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Driveway, Nonreinf Conc, 4 inch	Square Yard

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
CURB RAMP, CONC, 8 INCH

AEW / rrk

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0145-0641

a. Description. The work consists of constructing 8 inch thick curb ramps where shown on the plans.

b. Materials. All materials shall meet the requirements of Section 803 of the 2020 Standard Specifications for Construction.

c. Construction. The work shall be performed in accordance with Section 803 of the 2020 Standard Specifications for Construction, and as directed by the Engineer. Any additional excavation required to make the ramps 8 inches in thickness shall be included in the cost of the new curb ramp.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Curb Ramp, Conc, 8 inch	Square Foot

Notes:

The replacement of all sidewalk or adjacent curb or curb and gutter outside the area measured for the Curb Ramp will be measured and paid for separately. The curb drop in the adjacent curb and gutter pan area in front of the curb drop shall be measured and paid for as "Curb Ramp Opening, Conc".

The maximum distance of measurement and payment for each Curb Ramp Opening shall be 8.0 feet.

The sidewalk and landing which are not part of the actual ramp shall be measured and paid for as shown on the plans as "Sidewalk, Conc, 4 inch" or "Curb Ramp, Conc, 4 inch".

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
TREE ROOT TRIMMING

AEW / rrk

1 of 1

0145-0641

a. Description. This item of work applies where it becomes necessary to cut or trim back the root systems of various trees along the back of curb line to provide adequate room for installing new water main.

b. Construction. The work shall be performed by using a power driven saw apparatus that meets the approval of the Owner.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Tree Root Trimming	Each

Note:

Measurement and Payment will be made on a per Each basis for each tree that requires root trimming

The trees where root trimming is expected are noted on the removal plans.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
PAVT REPR, REM, MODIFIED

AEW / rrk

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0145-0641

a. Description. This item of work applies to the removal of miscellaneous finish grade concrete pavement patches or base course concrete patches including the HMA overlay and all concrete or HMA driveway approaches as shown on the plans or directed by the Engineer.

b. Construction. The work shall be performed in accordance with Section 603 of the 2020 Standard Specifications for Construction and as directed by the Engineer.

Note: This item of work is "modified" from the Standard Specifications for Construction as follows:

1. The unit price bid shall include all costs associated with providing full depth sawcuts to facilitate removal, as specified in Section 603.04B. of the Standard Specifications for Construction.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Contract Item (Pay Item)	Pay Unit
Pavt Repr, Rem, Modified	Square Yard

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
LEAD WATER SERVICE REPLACEMENT

AEW / rrk

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0145-0641

a. Description. This item of work shall consist of furnishing and installing all materials required to replace lead or galvanized steel service lines from the stop box to the water meter inside the home as shown on the construction plans. All work shall be in accordance with Section 823 of the MDOT 2020 Standard Specifications for Construction, current Michigan Department of Environment, Great Lakes and Energy (EGLE) Lead and Copper Rules, the details on the plans and the City of Eastpointe Standard Water Main Specifications and Standard Water Main Detail Sheets except as modified by this Special Provision.

b. Materials. Provide materials in accordance with Section 923 of the MDOT 2020 Standard Specifications for Construction, the City of Eastpointe Water Main Specifications and Detail Sheets, as shown on the Plans and as directed in the field.

Water Services shall be Type K Copper. Fittings shall comply with all current national and local plumbing codes.

c. Construction. This work shall be performed in accordance with all applicable subsections of Section 823 of the MDOT Standard Specification for Construction, as shown on the plans, and as directed in the field. The City will coordinate the permit with those residents that require this water service replacement prior to starting water service transfer work. It is the responsibility of the Contractor to coordinate with the resident the specific time that the water service replacement will occur and give proper notice prior to starting this work.

The City of Eastpointe will provide the Contractor's employees identification badges, specific to this project, that must be worn by the Contractor's employees at all times when entering private property to complete water service replacements. Badges must be returned to the City upon completion of this project. The City will require that all employees working on the lead water service replacement phase of this project go through a background check with the City of Eastpointe Public Safety Department and be cleared of this background check prior to entering any private property.

Work may be completed by either open cut method, directional drilling or pipe pulling. New water services must maintain a depth of bury between 4 feet and 6 feet below the ground surface. Full lengths of K-copper shall be used. No splicing of short pieces, compression or flare fittings, or couplers will be allowed. The water service installed must match the diameter of the existing water service.

The existing foundation wall or floor shall be core drilled to allow for the penetration of the new water service pipe. The interior and exterior of the cored hole shall be completely and neatly sealed with hydraulic cement. The Contractor shall exercise caution to prevent damage to the existing foundation. Any damage to the foundation that is a result of the Contractor's operations shall be repaired at the Contractor's expense. The Contractor shall be responsible for moving and restoring any items on the interior of the home that are necessary for them to complete the proposed work.

The Contractor shall be responsible for any modifications to the interior plumbing necessary to install the new water service. A new interior water shut-off valve (ball valve) shall be installed on the upstream side of the meter and shall be included in the Long side or Short side, Main to Meter or Curb Box to Meter water service replacements. The Contractor will be responsible for all costs associated with replacing the meter if the meter is damaged by the Contractor during the replacement of the service line.

The Contractor must restore water service to each home by the end of the day. Under no circumstances will a homeowner be left without water overnight.

The Contractor will be responsible for removing any debris generated by the work on the interior and exterior of the resident's home and restore all disturbed areas to a condition equal to or better than what existed. Work may need to be completed on weekends or off hours to accommodate resident's schedules. No additional compensation will be allowed for work completed on weekends or off hours. All interior work shall be coordinated with the property owner and approved by the City of Eastpointe.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price from the curb stop box to the meter inside the house using the following pay item:

Pay Item	Pay Unit
Water Serv, Special	Each
Water Serv, Special, 21749 Beechwood	Each

The Unit Prices bid for the Pay Items listed above shall include the cost of the following:

1. Open-cut Earth Excavation or Directional Drilling
2. Providing and installing Type K Copper Tubing
3. Ball Valve on upstream side of meter
4. Disinfecting
5. Drilling and sealing the foundation at the service penetrations
6. Restoring the service to working condition
7. Abandoning all existing Water Services
8. Providing, placing and compacting Backfill material

9. All miscellaneous Materials, Equipment, or Operations required to re-connect the new Water Services to the Residential Meters at or in the House.

All Sidewalk, Driveway, and Pavement removal and replacement and vegetative restoration will be measured and paid for separately. The water service replaced from the water main to the right-of-way line will be paid for as "Water Serv" or "Water Serv, Long".

NOTE:

Water Serv, Special, 21749 Beechwood is being paid for separately as the length of the service is greater than 50 linear feet in length.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
AUDIO VISUAL RECORD OF THE CONSTRUCTION INFLUENCE AREA

AEW / rrk

1 of 4

0145-0641

a. Description. The Contractor shall furnish the Owner/Engineer a complete, color, audio-visual record in accordance with these specifications.

ARTICLE 1 – QUALIFICATIONS

1.01 The audio-visual record of construction area shall be performed by a responsible commercial firm known to be qualified and regularly engaged in the business of color audio-visual construction documentation. The firm shall furnish such information as the Owner/Engineer deems necessary to determine ability to produce professional quality video in accordance with this specification.

1.02 The Contractor shall provide all labor, equipment and materials necessary to provide a complete audio-visual record of the construction area in accordance with this specification.

ARTICLE 2 – SCHEDULING

2.01 The audio-visual recording shall be performed within a two (2) week period prior to staging of equipment or materials in the construction area. Deliverables shall be furnished to the Owner/Engineer a minimum of one (1) week prior to the pre-construction meeting. No equipment or material shall be placed or delivered to the construction area prior to Engineer review of the audio-visual record.

2.02 The audio-visual recording shall be done during a time of good visibility. No recording shall be done during periods of visible precipitation or when more than ten percent (10%) of the ground area is covered with snow, unless authorized in writing by the Owner.

2.03 The Contractor shall notify the Owner/Engineer seventy-two (72) hours prior to any scheduled recording on private property. The Owner/Engineer shall notify affected property owners of scheduled recording and request permission. If permission is denied, Contractor shall ONLY perform recording from public Right-of-Ways (ROWs). The audio-visual record log shall note where permission for entry onto private property was requested and not obtained thereby limiting access to public ROWs only.

ARTICLE 3 – COVERAGE

3.01 The audio-visual coverage shall include all surface features located within the construction zone of influence. The construction zone of influence shall be defined as follows:

- A.) the area within any permanent and temporary easements and the areas adjacent to these easements which may be affected by routine construction operations;
- B.) the area within all road ROWs and the areas adjacent to these ROWs which may be affected by routine construction operations; and
- C.) as directed by the Owner/Engineer.

3.02 The surface features within the construction zone of influence shall include, but not be limited to, all visible existing pavement, roadways, driveways, sidewalks, curbs, ditches, culverts, utility structures (manholes, gate wells, hydrants, catch basins,

cleanouts, curb stop valves, etc.), landscaping, trees, shrubbery, fences, headwalls, retaining walls, and buildings.

Of particular concern shall be the existence and location of any faults, fractures, and defects.

3.03 Houses and buildings shall be identified visually by address, when visible, in such a manner that structures of the proposed system (i.e., manholes on a sewer system & gate wells and hydrants on a water system) can be located by reference. In all instances, however, location shall be identified by audio and visual means at intervals not to exceed 100 linear feet in the general direction of travel.

3.04 Areas which lie within the construction zone of influence and which are accessible by conventional wheeled vehicles shall be recorded on both sides of the ROW, easement or street.

3.05 The Owner/Engineer shall have the authority to designate areas to be added or omitted from audio-visual coverage.

ARTICLE 4 – PERFORMANCE

4.01 All video shall be mastered in a high resolution digital format. Recording on VHS and transferring to DVD is not permitted.

4.02 To preclude the possibility of tampering or editing in any manner, all video must continuously display transparent digital information germane to the current video image. This information must be electronically incorporated through the original recording device.

4.03 The date and time of recording shall be continuously displayed in the upper left corner of the video. The time information shall consist of real time hours and minutes, separated by colons (i.e. 10:38 a.m.). The date information will include the month, day and year and be placed directly below the time information (i.e. 10/5/07).

4.04 Global Positioning System (GPS) location by Differential GPS Satellites shall be displayed in the bottom center of the video. GPS location shall update once per second at five (5) meter or less positional accuracy. GPS location display will be at one tenth (1/10) arcsecond longitude and one tenth (1/10) arcsecond latitude (i.e. N41°40'52.9" W83°17'30.2").

4.05 Information to assist the viewer's orientation will appear directly below the GPS location display. This information should be limited to one (1) line of text and be sufficient to allow a viewer to quickly identify the general location within the project area (i.e. "Esmt between First and Second", "Main St. – North ROW", "54321 Lincoln Ave", etc.).

4.06 Accompanying the video recording shall be a corresponding and simultaneously recorded audio track containing the commentary of the camera operator. The commentary shall assist in the maintenance of viewer orientation, identification of surface features, and objective description of the points of interest being shown on the video image. Of particular concern shall be the existence and location of any faults, fractures, and defects.

4.07 When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall be between eight (8) and ten (10) feet to ensure proper

perspective. Vehicles used to perform the audio audio-visual record shall be plainly marked with Contractor name and phone number. Contractor is responsible for traffic maintenance and control.

4.08 The rate of speed in the general direction of the conveyance used during recording shall not exceed forty eight (48) feet per minute. Panning and zoom rates shall be electronically or manually controlled to provide clear viewing during playback.

4.09 In some instances, audio-visual coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

ARTICLE 5 – DELIVERABLES

5.01 The Contractor shall furnish to the Owner/Engineer two (2) copies of the complete audio-visual record of the construction area. The complete audio-visual record of the construction area shall consist of the audio-visual record logs, the audio-visual recording of the construction area, and an edited set of the construction drawings.

5.02 The audio-visual record log shall accurately catalog the contents of each DVD. A separate log shall be created for each DVD. Each log shall include the following information in the title/header section: Owner/Engineer, Project name, AEW project number, date of recording and unique DVD number. Additionally, each log shall include the following information for each individual segment:

- A.) Reference construction drawing sheet number;
- B.) Street name, easement description, or address;
- C.) Travel direction;
- D.) Real time code indexing for each individual segment, indicating hours, minutes and seconds to cross reference with playback equipment to locate specific points of interest on the project;
- E.) Camera viewing direction
- F.) Starting location – description, GPS location and approximate engineering stationing;
- G.) Ending location – description, GPS location and approximate engineering stationing.

5.03 Each individual segment must be intuitively delineated using intersections, addresses, landmarks, or in the absence of more distinguishing features, GPS location display. Examples of acceptable segment delineation include:

- North Main Street ROW from Seventh Ave to Eighth Ave;
- East Oak Street ROW from DTE Corridor to County Drain;
- South Lincoln Ave ROW from 54001 Lincoln to 54999 Lincoln;
- Water Main Easement from Washington Elementary to Second Street.

5.04 If GPS location display is used to delineate segments, each segment shall include no more than 500 linear feet.

5.05 The audio-visual recording of the construction area shall be furnished on new, premium quality, single sided DVD(s) in individual DVD case(s). If multiple DVDs are required to furnish the audio-visual recording of the construction area, each DVD will be assigned a unique number. DVD(s) must be of an "authored" format which can be played and viewed in a consumer available DVD player and personal computer (DVD-R, MPEG-2, uncompressed). Video shall be NTSC-525 format with 525 horizontal lines per

frame, 60 fields per second and 30 frames per second (fps).

5.06 The DVD(s) shall have chapters, or tracks, set at five (5) minute intervals to facilitate viewer navigation.

5.07 The DVD(s) must not contain any copy protection. The Owner/Engineer must be able to make copies of the recording from the DVD to VHS, Video-CD, or additional DVDs.

5.08 All DVD(s) and DVD cases shall be labeled with applicable project information and be cross referenced to audio-visual record logs. Information on the label shall include:

- A.) Unique DVD number
- B.) Owner/Engineer
- C.) Project name
- D.) AEW project number
- E.) Date of recording
- F.) "Owner's copy" or "Engineer's copy", as applicable.

5.09 An edited set of the construction drawings shall include the complete engineering plan set edited by the Contractor. Edits shall consist of delineating the points of beginning and ending of each individual segment, notation of unique DVD number of each individual segment, and an arrow indicating direction of travel for each individual segment. Edits shall be legibly written in red ink.

ARTICLE 6 – ACCEPTANCE

6.01 The Owner/Engineer shall have the authority to reject all or any portion of the audio-visual record not conforming to this specification.

b. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item and will account for all work sites involved in this project:

Pay Item	Pay Unit
Audio Visual Record of the Construction Influence Area	Lump Sum

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR
RUBBISH PICKUP

AEW / rrk

1 of 1

0145-0641

a. Description. This item of work consists of the weekly pickup and moving, by the Contractor, of residential rubbish and recycling containers from the front yards when work under this Contract will inhibit or prevent the City's Refuse Collection Service from collecting said rubbish, etc.

b. Construction. All Property Owners and residents will be instructed to have their rubbish and recycling containers at the curb side prior to 7:00am on their normal pick-up day. The Contractor shall pick-up and move said rubbish to the temporary designated location (either across the street, or in close proximity to the C.I.A.) by 7:30 am on that day. Once picked up by the City's Refuse Contractor, the trash cans and recycling containers shall be returned, by the Contractor, to each property owner's frontage.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Contract Item (Pay Item)

Pay Unit

Rubbish Pickup

Lump Sum

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
IRRIGATION SYSTEM RESTORATION

AEW / rrk

1 of 2

0145-0641

a. Description. This item of work consists of verifying the location of, and removing and salvaging portions of existing irrigation systems.

In addition, the work will include the re-installation of sprinkler lines and spray heads after the pavement, driveway, and sidewalk work has been completed, prior to performing the final site restoration work.

Estimated existing lawn irrigation systems are shown or described in the contract documents. The Contractor shall ensure that proper care is taken during construction to locate, salvage and protect any existing lawn irrigation systems.

Once the irrigation lines and spray heads have been located, the Contractor shall carefully cut and remove the existing lines at a point just outside the limits of earth excavation. Temporary plugs shall be inserted into all open ends of pipe, which shall be capable of withstanding any line pressure from the remaining portion of the irrigation system which is left undisturbed.

All existing spray heads shall be salvaged for later use. If deemed un-salvageable, the Contractor shall furnish and install a new spray head of equal size and material.

It is not expected that any damaged existing plastic piping will be re-used and shall become the property of the Contractor. The Contractor shall furnish and install irrigation piping of equal size and material of that which was removed. All new irrigation components shall be compatible with the existing system.

The Contractor shall be responsible for employing the services of a recognized irrigation consultant to direct the Contractor in replacing the irrigation systems that are being altered, to ensure that the new lawn surface or parkway areas are adequately and properly covered by the new irrigation system components.

b. Construction. The work shall be performed by individuals familiar with all aspects of irrigation system installation with a minimum of five (5) years experience in such line of work.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Contract Item (Pay Item)	Pay Unit
Irrigation Pipe	Foot
Sprinkler Head	Each

The Completed work shall be measured and paid for as follows:

- a. All **Irrigation Pipe** required to repair or replace an existing irrigation system shall be measured per foot, regardless of the diameter size and includes the removal and disposal of existing pipe.
- b. **Sprinkler Head** will be paid where required to replace an unsalvageable head and shall be measured per each head furnished and installed, regardless of the type or size. No separate measurement and payment will be made for "adjusting" new sprinkler heads to finished grades.
- c. All costs associated with salvaging and re-installing existing sprinkler heads which are deemed re-usable by the Field Engineer, and/or adjusting existing sprinkler heads to match new finished grades shall be considered incidental to related items of work.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
MISMARKED WATER SERVICES

AEW / rrk

1 of 2

0145-0641

a. Description. This item of work is included as a contingency means for compensating the Contractor for "down time" when un-marked or mismarked water services are damaged during project operations. A mismarked water service is defined as being located more than 18 lateral inches either way from the field marking. Compensation to the Contractor would be made for time spent looking for un-marked or mismarked water services, or for waiting for water service re-staking. Any mismarked or un-marked water services damaged during project operations shall be repaired by the Contractor. The Contractor shall be compensated for the work providing the following procedures have been followed:

a. All water services have been hand exposed prior to any trench excavation. Any service damaged as a result of not hand exposing within an 18 inch tolerance zone on either side of the marked service will not be considered for measurement and payment and shall be repaired at the Contractor's expense.

b. If a water service is damaged, the Contractor shall immediately notify the City field representative of the situation, and take pictures of the excavated area and any staking marks present. Said pictures shall contain sufficient information to verify that the staking was incorrect or absent.

c. The incident shall be described on the Construction Observer's report with the duration of the "down time" that resulted. This report shall be signed by the Contractor and the City's field representative.

Failure to follow the above procedures shall result in the Contractor assuming the costs of all repairs to the service(s), and no "down time" will be considered.

b. Construction. The work of repairing water services shall be performed in accordance with the City of Eastpointe Water Main Specifications and as directed in the field.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Contract Item (Pay Item)	Pay Unit
Mismarked Water Services	Hour

NOTE: Measurement and Payment for this item of work shall only apply when the Contractor's work crews are being prevented from making progress on other items of work.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
REIMBURSABLE PERMIT FEES

AEW / rrk

1 of 1

0145-0641

9 Mile Road, Beechwood Avenue and Tuscany Avenue.

Gratiot Avenue is under the control and jurisdiction of the Michigan Department of Transportation.

All work in Gratiot Avenue will require a Permit from the Michigan Department of Transportation. The Owner will secure this permit prior to starting construction. There is no fee related to this permit.

The Soil Erosion and Sedimentation Control Agency for this Project is the Macomb County Public Works Office, Soil Erosion Division. The Contractor will be required to secure a Soil Erosion and Sedimentation Control permit from the Macomb County Public Works Office prior to the start of construction. The Plans have been approved, however, the Contractor will be required to obtain the Permit.

The estimated fee for the Soil Erosion Permit is \$919.00 which will cover a one (1) year time period.

Unless otherwise provided for under this Contract, the Contractor shall be responsible for securing all of the necessary Permits.

The estimated Reimbursable Permit Fees is a Contract Item of work included in the Bid Proposal. The Contractor shall be reimbursed for the actual cost of all Permits.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
WATER SERV, MODIFIED

AEW / rrk

1 of 1

0145-0641

a. Description. This item of work applies to the transfer of an existing long side water service to the new main. All work shall be in accordance with section 823 of the Standard Specifications for Construction, the details on the plans and the City of Eastpointe Standard Water Main Detail Sheets except where described herein:

- All pavement removal and replacement shall be paid for as a separate bid item
- Service stop/ stop box is not included in this bid item

b. Construction. This work shall be performed in accordance with all applicable subsections of Section 823 of the Standard Specification for Construction, as shown on the plans, and as directed in the field.

c. Measurement and Payment.

Contract Item (Pay Item)	Pay Unit
Water Serv, Modified	Each

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR

WATER SERV
WATER SERV, 1.5 INCH
WATER SERV, 2 INCH
WATER SERV, LONG

AEW / rrk

1 of 1

0145-0641

a. Description. This item of work applies to the transfer of existing short side services (Water Serv/Water Serv, 1.5 inch/Water Serv, 2 inch) and long side water services (Water Serv, Long) from, and including, the stop box to the new main. All work shall be in accordance with section 823 of the Standard Specifications for Construction, the details on the plans and the City of Eastpointe Standard Water Main Detail Sheets except where described herein:

- All pavement removal and replacement shall be paid for as a separate bid item

b. Construction. This work shall be performed in accordance with all applicable subsections of Section 823 of the Standard Specification for Construction, as shown on the plans, and as directed in the field.

c. Measurement and Payment.

Contract Item (Pay Item)	Pay Unit
Water Serv	Each
Water Serv, 1.5 inch	Each
Water Serv, 2 inch	Each
Water Serv, Long	Each

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR
VALVE BOX, REM

AEW / rrk

1 of 1

0145-0641

a. Description. This work consists of removing gate valve boxes from the abandoned water main. This work includes furnishing all labor, equipment, and materials required for excavation and backfilling as shown on the plans and specified herein.

b. Materials. All materials must be in accordance with Sections 902, 923 and other applicable sections of the 2020 MDOT Standard Specifications for Construction.

c. Construction. Construction shall be in accordance the Section 823 of the 2020 MDOT Standard Specifications for Construction, the City of Eastpointe Water Main Standard Details, and the applicable Special Provisions. If any conflict arises between the 2020 MDOT Standard Specifications, City of Eastpointe Standard Details, and/or Project Special Provisions, then the City of Eastpointe Standard Water Main Details shall take precedent.

Remove all portions of the valve box to at least 3 feet below the pavement surface under the road, and to at least 1 foot below the planned grade outside the road.

d. Measurement and Payment.

Contract Item (Pay Item)	Pay Unit
Valve Box, Rem	Each

Valve Box, Rem includes excavating, backfilling and removal and disposal of the valve box. Saw cutting, removal and replacement of existing pavement, curb, or curb and gutter shall be included in other pay items.

CITY OF EASTPOINTE

SPECIAL PROVISION
FOR
FREE BORE

AEW / rrk

1 of 1

0145-0641

a. Description. This item of work shall be used where specified on the plans and in the specifications and shall include all labor, materials and equipment to accomplish the bore. The bore shall be of sufficient length to clear the drip line of the tree along the centerline of the water main alignment. The minimum length of bore shall be as noted on the plans. Upon completion of the boring operation, the water main shall be installed and the annular void between the water main pipe and the undisturbed earth shall be filled with non-shrink grout or blown-in pea gravel. The water main shall be paid for separately as water main of the size and type installed and based on the trench detail adjacent to the bore.

b. Materials. All materials shall be in accordance with Section 823 of the 2020 Standard Specifications for Construction.

c. Construction. The work shall be performed in accordance with Section 823 of the 2020 Standard Specifications for Construction.

d. Measurement and Payment.

Contract Items (Pay Items)	Pay Unit
Free Bore	Ft

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
WATER MAIN CONNECTION, __ INCH

AEW / rrk

1 of 1

0145-0641

a. Description. The work includes making the final connections between the proposed and existing water mains. The work consists of excavation to expose the existing water main, any dewatering of the trench, cutting, capping, or removal of existing water main pipe, manual cleaning, and chlorination of all miscellaneous pipe and fittings installed between the test cap and the existing water mains, and all trench backfill.

b. Materials. All materials shall be in accordance with Section 823 of the 2020 MDOT Standard Specifications for Construction.

c. Construction. Connection shall not be completed until the Contractor has obtained a successful pressure test and bacteriological lab release. The Owner may require the Contractor to complete any or all connection during hours of non-essential water use including nights, weekends or holidays and shall not be considered as cause for extra compensation.

Also included in this item of work are all costs associated with operating (opening and closing) all existing gate valves as necessary to shut down existing mains for making the final connections.

The work shall be performed in accordance with the City of Eastpointe Standard Water Main details, as directed in the field, and in accordance with Section 823 of the MDOT 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Water Main Connection, 3 inch	Each
Water Main Connection, 6 inch	Each
Water Main Connection, 8 inch	Each
Water Main Connection, 12 inch	Each
Water Main Connection, 16 inch	Each
Water Main Connection, 24 inch	Each

Note:

All proposed water main pipe and miscellaneous bends and fittings that are installed between the test cap and the existing water mains (as part of making the final connection) will be measured and paid for separately "per foot" at the Contract unit prices bid.

CITY OF EASTPOINTE
SPECIAL PROVISION
FOR
WATER MAIN, ABANDON

AEW / rrk

1 of 1

0145-0641

a. Description. This work includes abandoning the existing water main, as shown on the plans, to facilitate the installation of proposed water main.

b. Materials. All materials shall be in accordance with Section 923 of the 2020 MDOT Standard Specifications for Construction.

c. Construction. Construction shall be in accordance with Section 823 of the 2020 MDOT Standard Specifications for Construction, the City of Eastpointe Water Main Standard Details, and the applicable Special Provisions. If any conflict arises between the 2020 MDOT Standard Specifications for Construction, the City of Eastpointe Water Main Standard Details, and the applicable Special Provisions, then the City of Eastpointe Standard Water Main Details shall take precedent.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Water Main, Abandon	Lump Sum
Water Main, Abandon, 8 inch	Lump Sum
Water Main, Abandon, 24 inch	Lump Sum

NOTE:

Water Main, Abandon includes the cost to bulkhead all open ends of the abandoned water main with concrete, and fill the abandoned water mains with non-structural flowable fill in strict compliance with the State of Michigan permit or local community standards.

MINIMUM MERGING TAPER LENGTH "L" (FEET)

OFFSET FEET	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
1	10	15	20	27	45	50	55	60	65	70
2	21	30	41	53	90	100	110	120	130	140
3	31	45	61	80	135	150	165	180	195	210
4	42	60	82	107	180	200	220	240	260	280
5	52	75	102	133	225	250	275	300	325	350
6	63	90	123	160	270	300	330	360	390	420
7	73	105	143	187	315	350	385	420	455	490
8	83	120	163	213	360	400	440	480	520	560
9	94	135	184	240	405	450	495	540	585	630
10	104	150	204	267	450	500	550	600	650	700
11	115	165	225	293	495	550	605	660	715	770
12	125	180	245	320	540	600	660	720	780	840
13	135	195	266	347	585	650	715	780	845	910
14	146	210	286	374	630	700	770	840	910	980
15	157	225	307	400	675	750	825	900	975	1050

TAPER LENGTH "L" IN FEET

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

"L" = $\frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = S x W WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

- L = MINIMUM LENGTH OF MERGING TAPER
- S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
- W = WIDTH OF OFFSET

TYPES OF TAPERS

UPSTREAM TAPERS


- MERGING TAPER
- SHIFTING TAPER
- SHOULDER TAPER
- TWO-WAY TRAFFIC TAPER

DOWNSTREAM TAPERS

(USE IS OPTIONAL)

TAPER LENGTH

- L - MINIMUM
- 1/2 L - MINIMUM
- 1/3 L - MINIMUM
- 100' - MAXIMUM
- 100' - MINIMUM (PER LANE)

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L", "D" AND "B" VALUES		
	DRAWN BY: CON:AE:djf CHECKED BY: BMM	JUNE 2006 PLAN DATE:	M0020a
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn REV. 08/21/2006			

DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D"
AND LENGTH OF LONGITUDINAL BUFFER SPACE ON
"WHERE WORKERS PRESENT" SEQUENCES


"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF
LONGITUDINAL BUFFER SPACE "B"

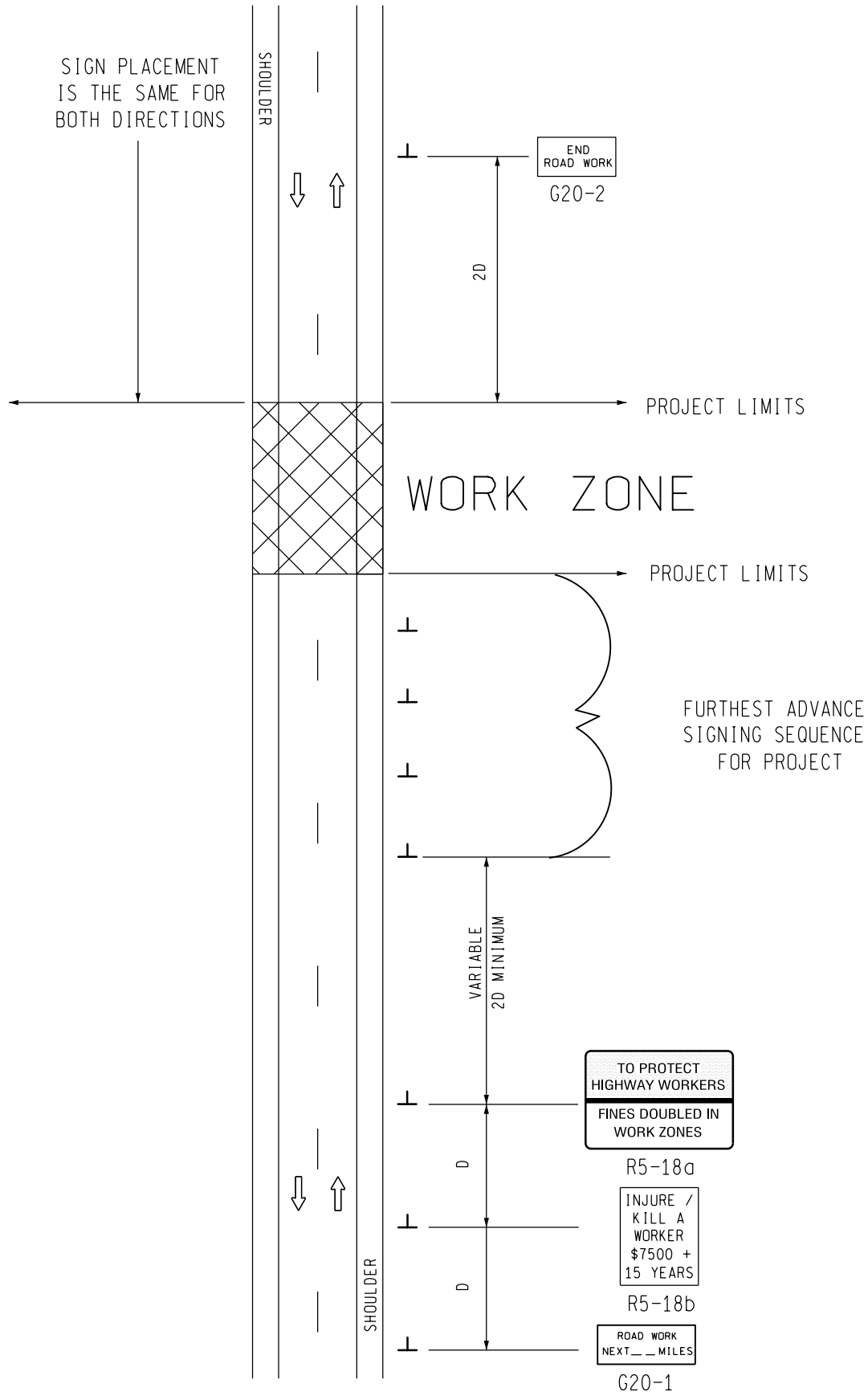
SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L", "D" AND "B" VALUES		
	DRAWN BY: CON:AE:djf CHECKED BY: BMM	JUNE 2006 PLAN DATE:	M0020a
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn REV. 08/21/2006			

SIGN PLACEMENT IS THE SAME FOR BOTH DIRECTIONS



SIGN = 156 f+2 - TYPE B
FOR BOTH DIRECTIONS OF TRAFFIC

MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF MORE THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf
CHECKED BY: BMM:CRB

OCTOBER 2011
PLAN DATE:

M0030a

SHEET
1 OF 2

NOT TO SCALE

FILE: K:\-DGN-TSR-STD5-ENGLISH-MNTTRF-M0030a.dgn

REV. 10/13/2011


NOTES

- 30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.
- 32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.
- 33. THESE SIGNS ARE INTENDED TO BE USED OUTSIDE THE LIMITS OF ALL TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY TEMPORARY SEQUENCE SIGNING.

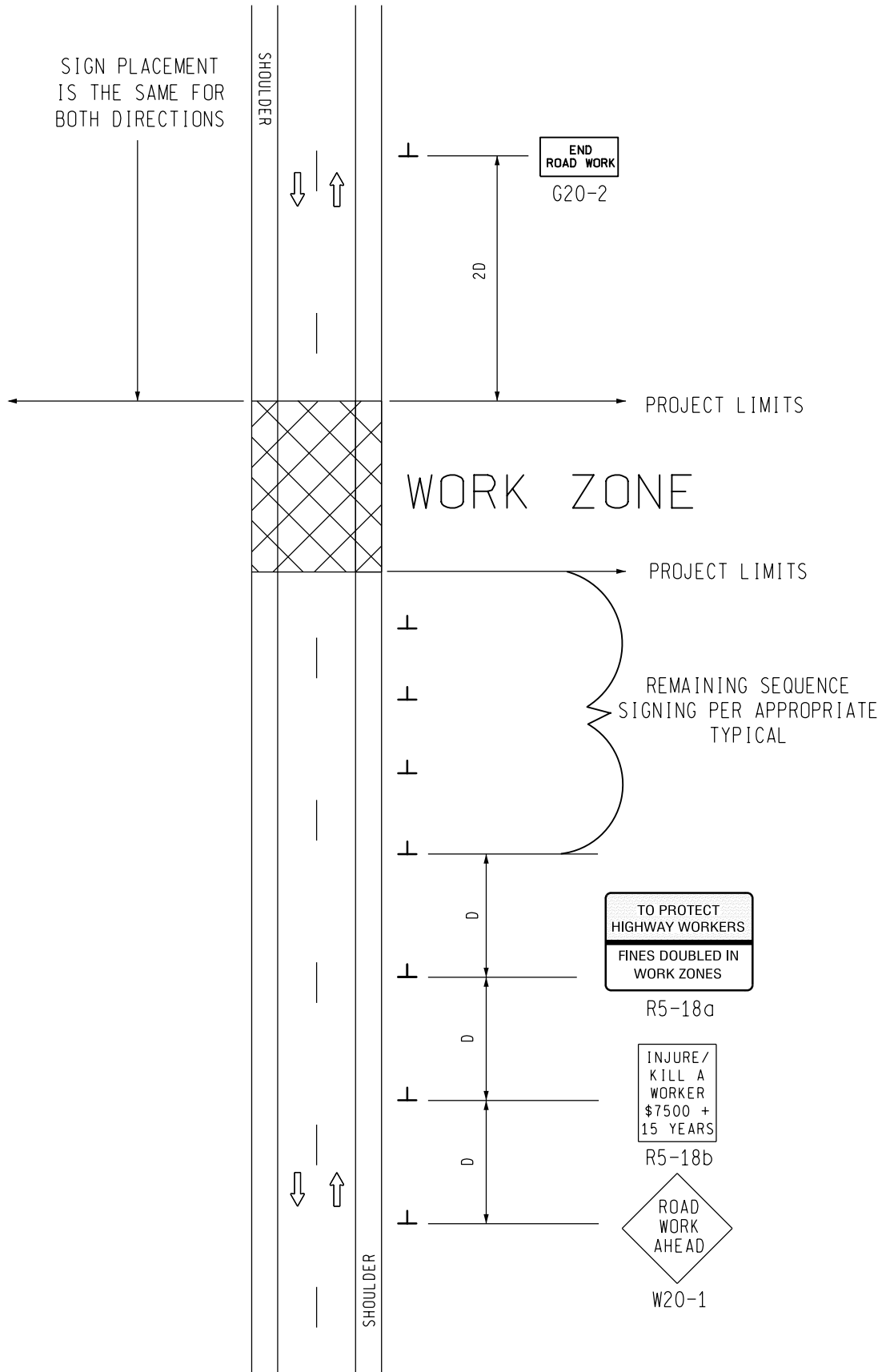
SIGN SIZES

G20-1	-	60" x 24"
G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF MORE THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY		
	DRAWN BY: CON:AE:djf	OCTOBER 2011	SHEET
CHECKED BY: BMM:CRB	PLAN DATE:	M0030a	2 OF 2
FILE: K:\-DGN-TSR-STDS-ENGLISH-MNTTRF-M0030a.dgn		REV.	10/13/2011

SIGN PLACEMENT IS THE SAME FOR BOTH DIRECTIONS



SIGN = 68 f+2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED
WITH APPROPRIATE TYPICAL
FOR SEQUENCE SIGNING

MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf
CHECKED BY: BMM:CRB

OCTOBER 2011
PLAN DATE:

M0040a

SHEET
1 OF 2

NOT TO SCALE


FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV. 10/13/2011

NOTES

- 30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.
- 32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.
- 35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

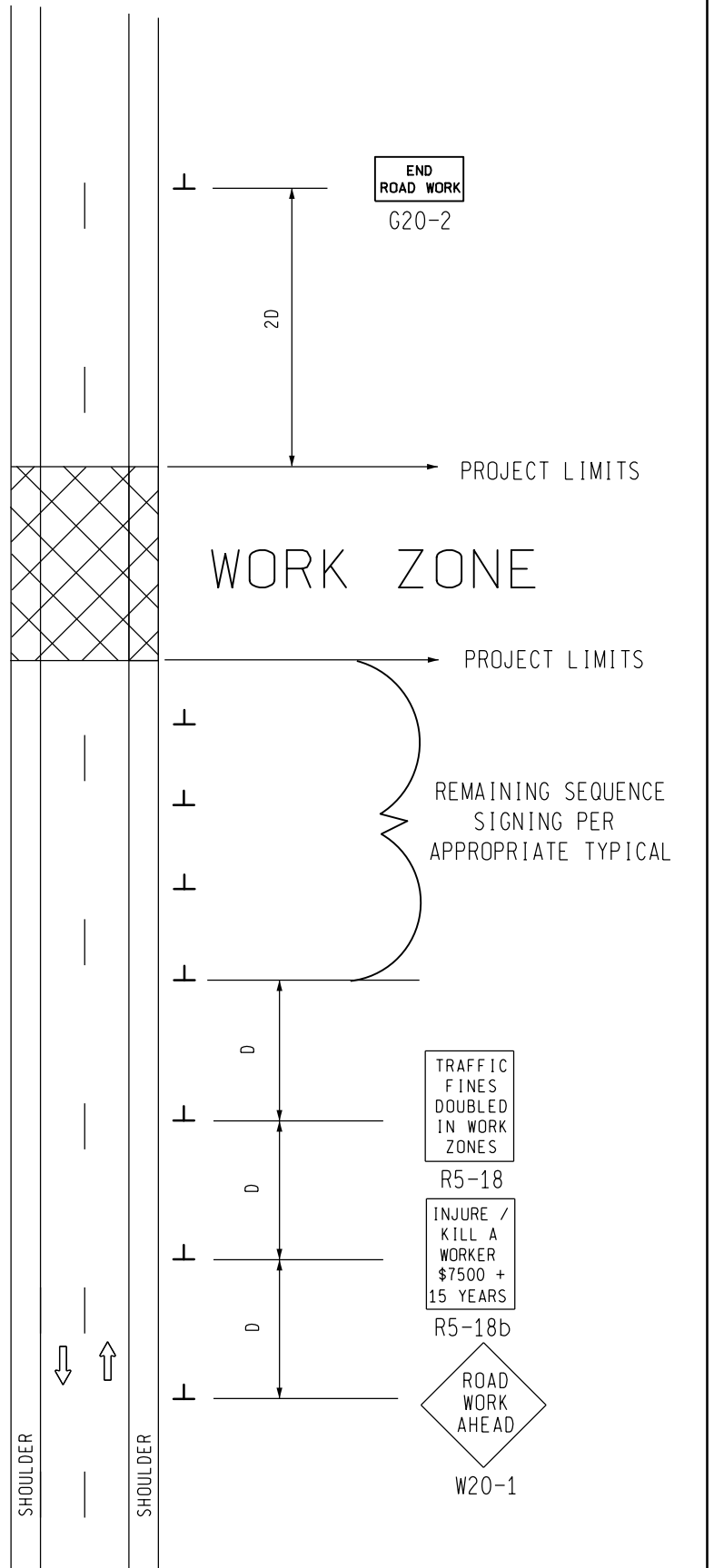
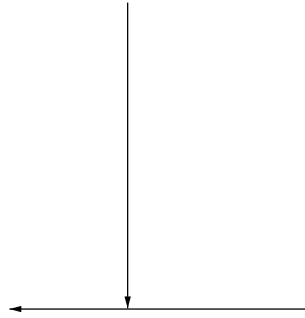
SIGN SIZES

G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY		
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET
CHECKED BY: BMM:CRB	PLAN DATE:		2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV. 10/13/2011			

NOT TO SCALE

SIGN PLACEMENT
IS THE SAME FOR
BOTH DIRECTIONS



SIGN = 48 f+2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED WITH
APPROPRIATE TYPICAL FOR
SEQUENCE SIGNING

<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>	<p>TYPICAL ADVANCE SIGNING TREATMENT FOR INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS WHERE ALL TRAFFIC CONTROL DEVICES ARE REMOVED AT END OF EACH WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY</p>	
	<p>DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB</p>	<p>OCTOBER 2011 PLAN DATE:</p>
<p>FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0050a.dgn REV. 10/13/2011</p>		

NOT TO SCALE


NOTES

30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.
35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

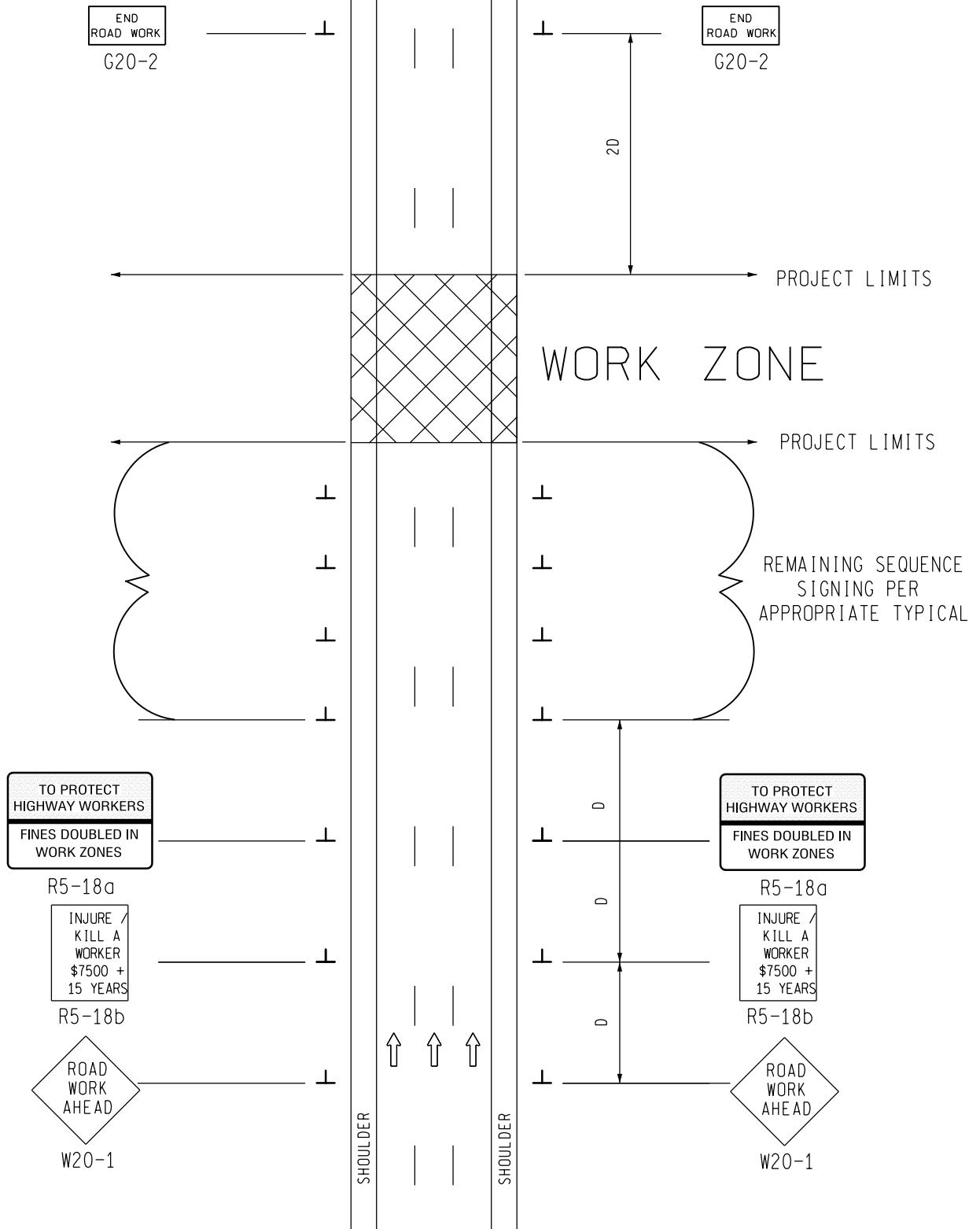
SIGN SIZES

G20-2	-	48" x 24"
R5-18	-	48" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS WHERE ALL TRAFFIC CONTROL DEVICES ARE REMOVED AT END OF EACH WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY	
	DRAWN BY: CON:AE:djf	OCTOBER 2011
CHECKED BY: BMM:CRB	PLAN DATE:	M0050a
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0050a.dgn REV. 10/13/2011		

SIGN PLACEMENT IS THE SAME FOR BOTH DIRECTIONS



SIGN = 136 ft± - TYPE B
 FOR ONE DIRECTION OF TRAFFIC
 W20-1 QUANTITY INCLUDED WITH
 APPROPRIATE TYPICAL FOR
 SEQUENCE SIGNING

MDOT
 Michigan Department of Transportation
 TRAFFIC AND SAFETY
 MAINTAINING TRAFFIC
 TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR
 LONG, INTERMEDIATE AND SHORT TERM
 STATIONARY WORK ZONE OPERATIONS
 OF LESS THAN TWO MILES IN LENGTH WHERE
 TRAFFIC CONTROL DEVICES MAY REMAIN AT
 END OF WORK DAY ON A DIVIDED ROADWAY.

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0070a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0070a.dgn REV. 10/13/2011			


NOT TO SCALE

NOTES

- 30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.
- 32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.
- 35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

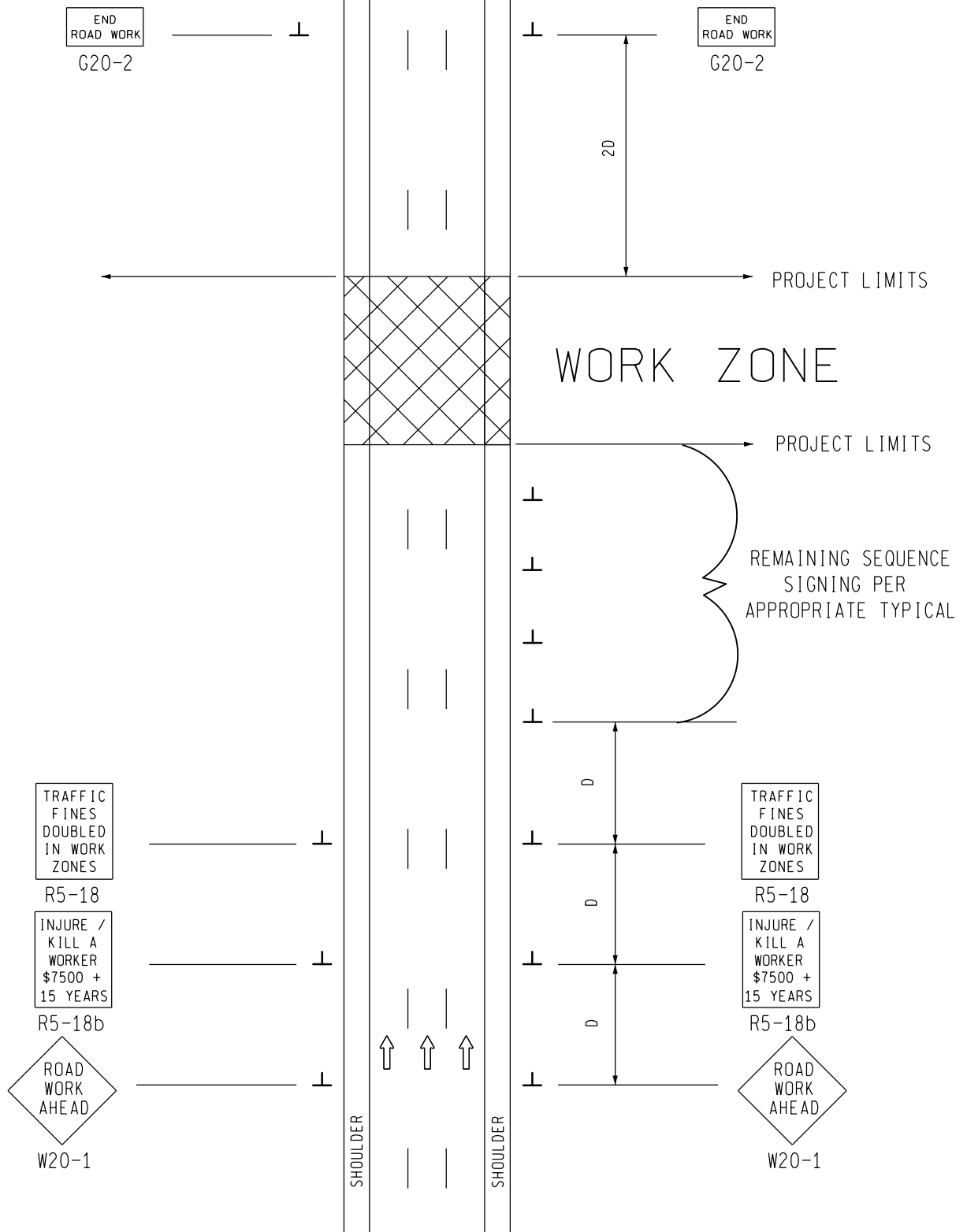
SIGN SIZES

G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

 MDOT <small>Michigan Department of Transportation</small> TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON A DIVIDED ROADWAY.		
	DRAWN BY: CON:AE:djf	OCTOBER 2011	M0070a
CHECKED BY: BMM:CRB	PLAN DATE:	2 OF 2	
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0070a.dgn REV. 10/13/2011			

NOT TO SCALE

SIGN PLACEMENT
IS THE SAME FOR
BOTH DIRECTIONS



SIGN = 96 ft x 2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED WITH
APPROPRIATE TYPICAL FOR
SEQUENCE SIGNING

<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>	<p>TYPICAL ADVANCE SIGNING TREATMENT FOR INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS WHERE ALL TRAFFIC CONTROL DEVICES ARE REMOVED AT END OF EACH WORK DAY ON A DIVIDED ROADWAY</p>	
	<p>DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB</p>	<p>OCTOBER 2011 PLAN DATE:</p>
<p>FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0080a.dgn REV. 10/13/2011</p>		


NOT TO SCALE

NOTES

30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.
35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

SIGN SIZES

G20-2	-	48" x 24"
R5-18	-	48" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

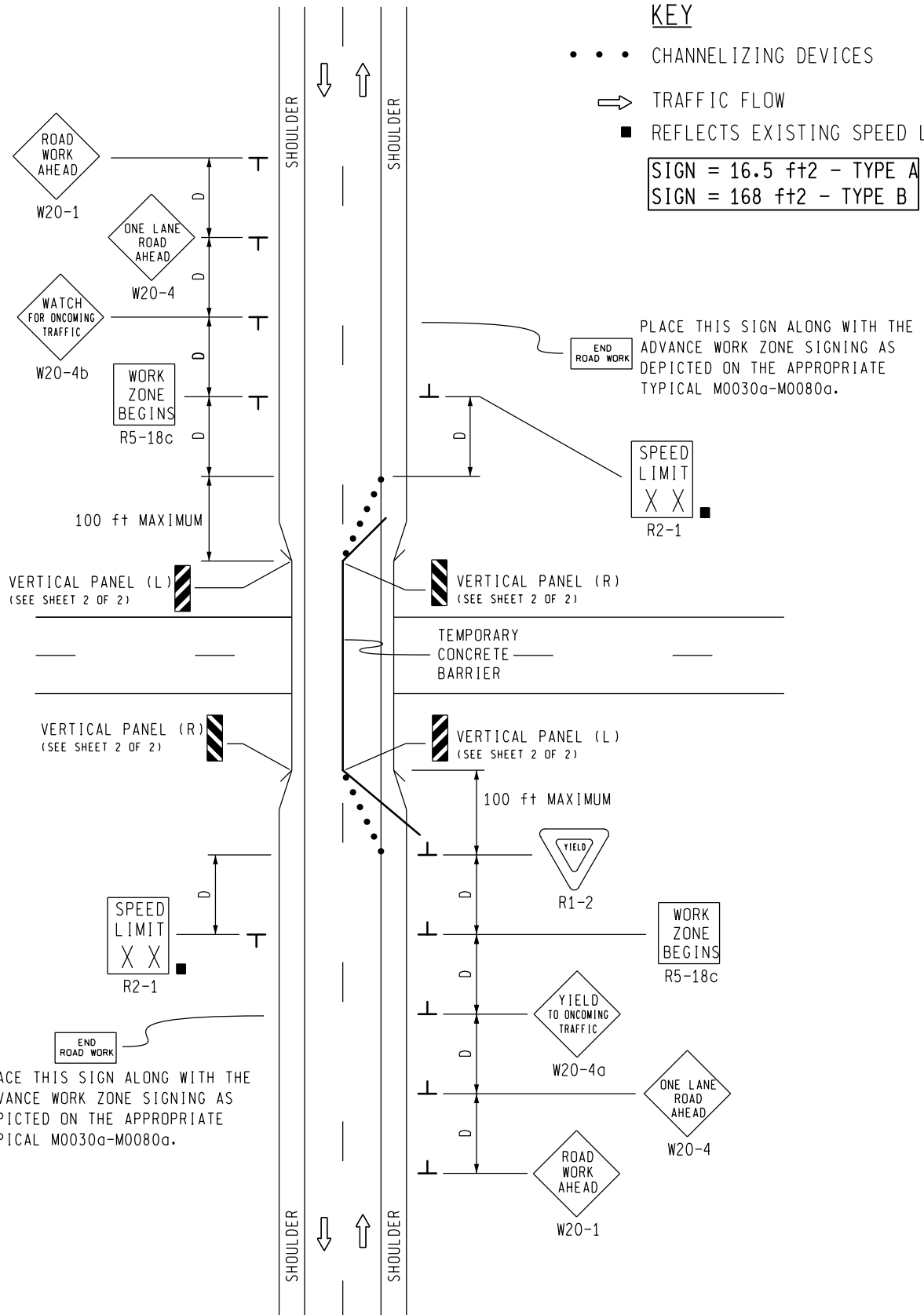
 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS WHERE ALL TRAFFIC CONTROL DEVICES ARE REMOVED AT END OF EACH WORK DAY ON A DIVIDED ROADWAY		
	DRAWN BY: CON:AE:djf	OCTOBER 2011	M0080a
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0080a.dgn REV. 10/13/2011			

NOT TO SCALE

KEY

- • • CHANNELIZING DEVICES
- ➔ TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 16.5 ft± - TYPE A
 SIGN = 168 ft± - TYPE B



PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

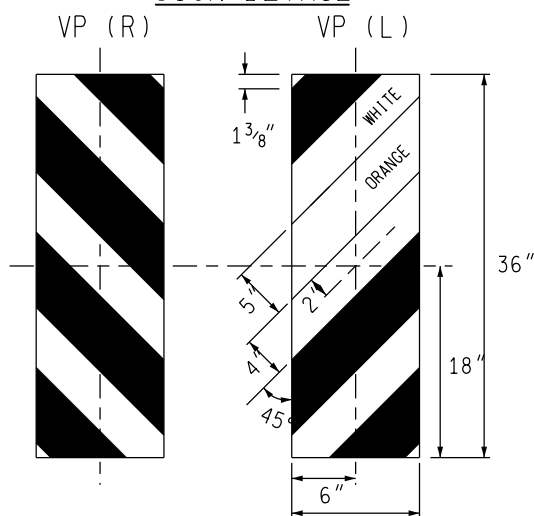
NOT TO SCALE

<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING A YIELD TO ONCOMING TRAFFIC SEQUENCE NO SPEED REDUCTION	
	DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0220a.dgn REV. 10/11/2011		

NOTES

- 1A. SEE M0020a FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4C. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET.
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
22. BARRIER REFLECTORS AND RAISED PAVEMENT MARKERS WHICH ARE EITHER BI-DIRECTIONAL TWO COLOR OR SINGLE REFLECTORS PLACED BACK TO BACK, WHICH REFLECT THE APPROPRIATE COLOR FOR THE TRAFFIC PATTERN, SHOULD BE USED TO DELINEATE EACH EDGE OF THE TRAVELED PATH THROUGH THE WORK AREA.
23. TEMPORARY CONCRETE BARRIER SHALL BE APPLIED AS PER THE CURRENT STANDARD PLAN.
25. THIS SEQUENCE SHOULD ONLY BE USED WHEN TRAFFIC VOLUMES ARE LOW, SIGHT DISTANCE IS GOOD, AND THE CLOSED LANE IS RELATIVELY SHORT IN LENGTH.

SIGN DETAIL



COLORS

STRIPEs - ORANGE (REFLECTORIZED)
AND WHITE (REFLECTORIZED)

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
R1-2 REGULATORY	- 48" x 48" x 48"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"
VERTICAL PANEL	- 12" x 36"

NOT TO SCALE



TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

DRAWN BY: CON:AE:djf

CHECKED BY: BMM:CRB

FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0220a.dgn REV. 10/11/2011

TYPICAL TEMPORARY TRAFFIC CONTROL FOR
A TWO-LANE TWO-WAY ROADWAY WHERE
ONE LANE IS CLOSED UTILIZING A YIELD
TO ONCOMING TRAFFIC SEQUENCE
NO SPEED REDUCTION

OCTOBER 2011

PLAN DATE:

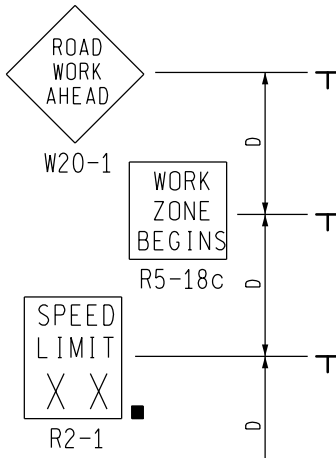
M0220a

SHEET
2 OF 2

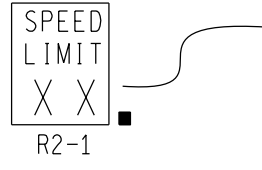
KEY

- • • CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL
- ➡ TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

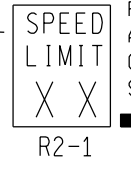
SIGN = 136 ft±2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA



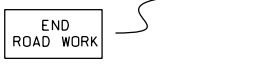
END ROAD WORK
PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.



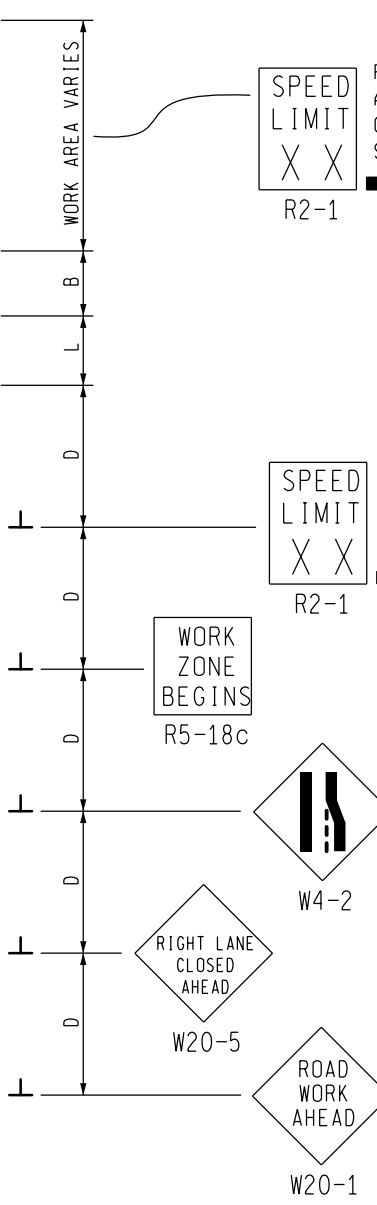
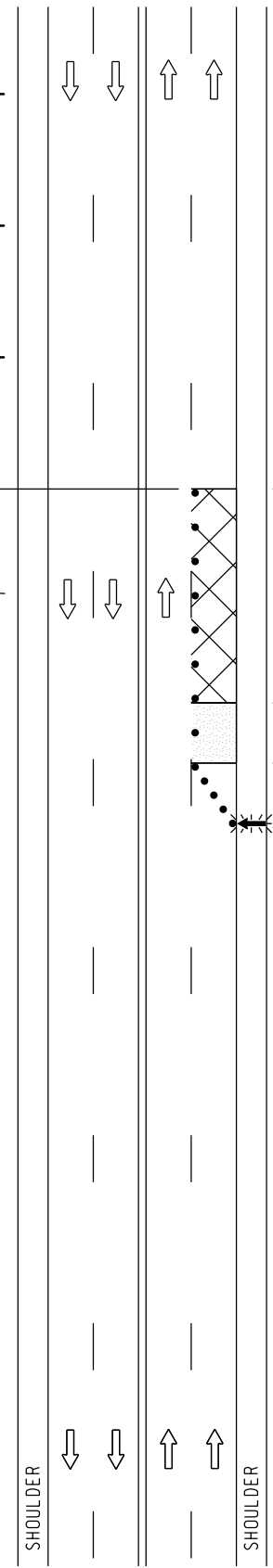
PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.



PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.



PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.



<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>		<p>TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION</p>	
<p>DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB</p>	<p>OCTOBER 2011 PLAN DATE:</p>	<p>M0240a</p>	<p>SHEET 1 OF 2</p>
<p>FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011</p>			

NOT TO SCALE


NOTES

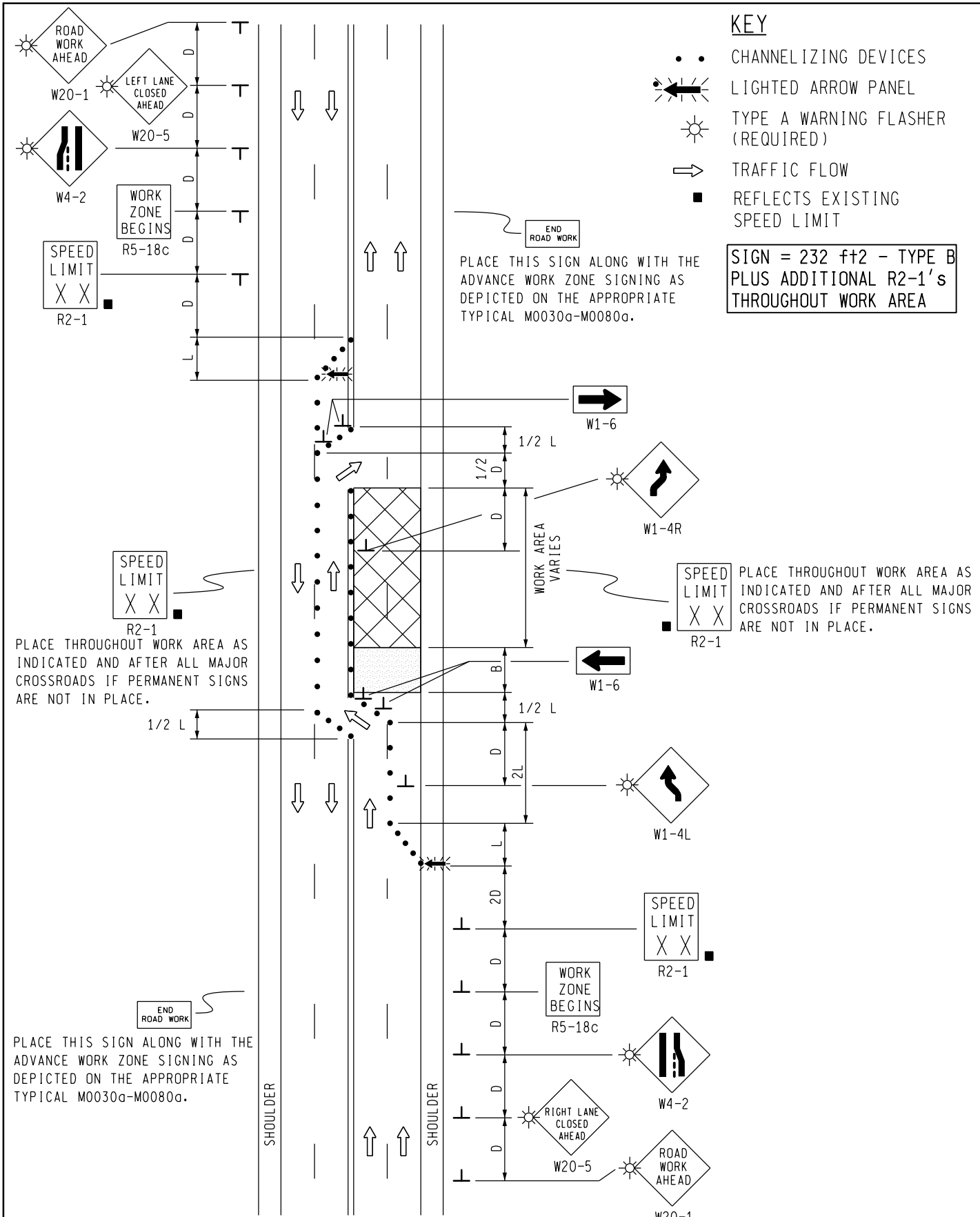
- 1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
 L = MINIMUM LENGTH OF TAPER
 B = LENGTH OF LONGITUDINAL BUFFER
 SEE M0020a FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
 R2-1 REGULATORY - 48" x 60"
 R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION						
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">OCTOBER 2011</td> <td style="width: 40%; border-bottom: 1px solid black;">M0240a</td> <td style="width: 30%; border-bottom: 1px solid black;">SHEET</td> </tr> <tr> <td style="font-size: x-small;">PLAN DATE:</td> <td></td> <td style="font-size: x-small;">2 OF 2</td> </tr> </table>	OCTOBER 2011	M0240a	SHEET	PLAN DATE:		2 OF 2
OCTOBER 2011	M0240a	SHEET					
PLAN DATE:		2 OF 2					
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011							



KEY

- • CHANNELIZING DEVICES
- ← LIGHTED ARROW PANEL
- ☀ TYPE A WARNING FLASHER (REQUIRED)
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 232 ft ± 2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

SPEED LIMIT XX
R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

SPEED LIMIT XX
R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>		<p>TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE-HALF OF A FOUR-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION</p>	
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0300a	SHEET 1 OF 2
FILE: K:\-DGN-TSR-STDS-ENGL\ISH-MNTRF-M0300a.dgn		REV. 10/18/2011	

NOT TO SCALE


NOTES

- 1C. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L & 1/2 L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE **M0020a** FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE-HALF OF A FOUR-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0300a	SHEET 2 OF 2
FILE: K:\-DGN-TSR-STDS-ENGLISH-MNTTRF-M0300a.dgn		REV. 10/18/2011	


NOTES

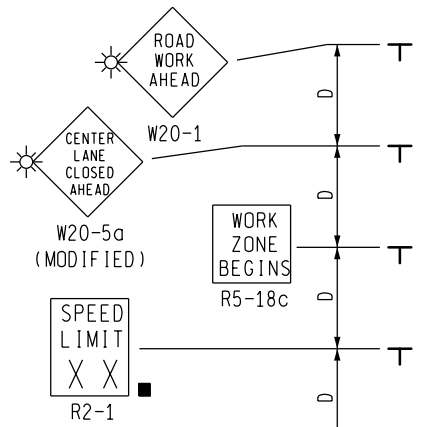
- 1F. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
 $1/2 L$, AND $1/3 L$ = MINIMUM LENGTH OF TAPER
 B = LENGTH OF LONGITUDINAL BUFFER
 SEE M0020a FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN SIZES

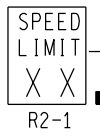
DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A FIVE-LANE UNDIVIDED ROADWAY AND MAINTAINING TWO THROUGH LANES IN EACH DIRECTION, NO SPEED REDUCTION	
	DRAWN BY: CON:AE:djf	OCTOBER 2011
CHECKED BY: BMM:CRB	PLAN DATE:	SHEET 2 OF 2
FILE: K:\-DGN-TSR-STD5-ENGLISH-MNTTRF-M0400a.dgn		REV. 10/19/2011



PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.



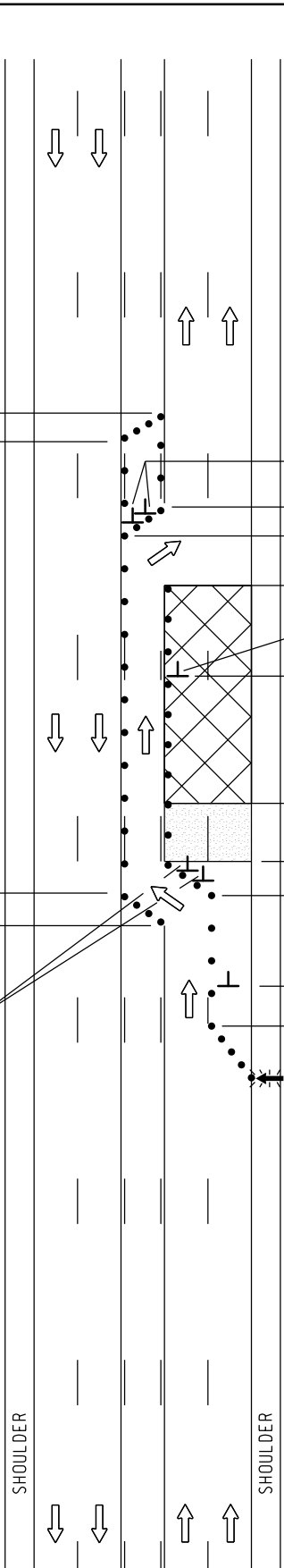
PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

KEY

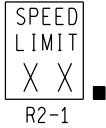
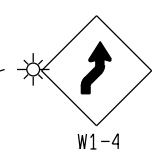
- • • CHANNELIZING DEVICES
- ← LIGHTED ARROW PANEL
- ☀ TYPE A WARNING FLASHER (REQUIRED)
- ⇨ TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 216 ft±2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

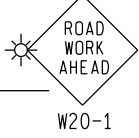
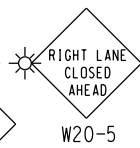
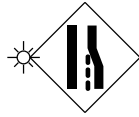
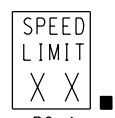
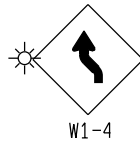
NOT TO SCALE



PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.



PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.



MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

DRAWN BY: CON:AE:djf
CHECKED BY: BMM:CRB

FILE: K:-DGN-TSR-STDS-ENGLISH-MNTTRF-M0430a.dgn

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING TWO ADJACENT THROUGH LANES OF A FIVE-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION

OCTOBER 2011	M0430a	SHEET 1 OF 2
PLAN DATE:		
REV.	10/20/2011	


NOTES

- 1E. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L, 1/2 L, AND 1/3 L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE **M0020a** FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

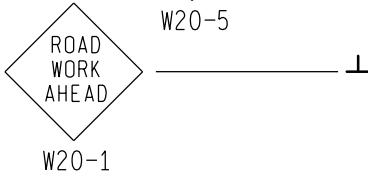
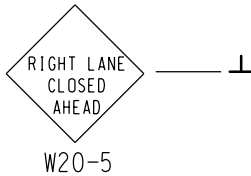
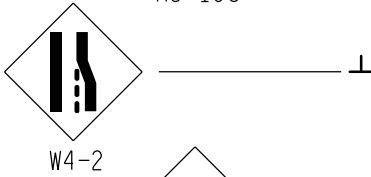
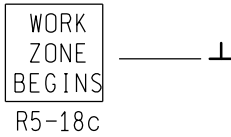
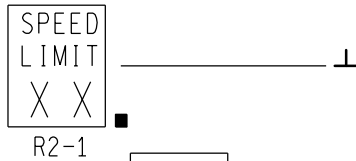
 MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING TWO ADJACENT THROUGH LANES OF A FIVE-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION	
	DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:
FILE: K:\-DGN-TSR-STDS-ENGLISH-MNTTRF-M0430a.dgn		REV. 10/20/2011

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

END ROAD WORK

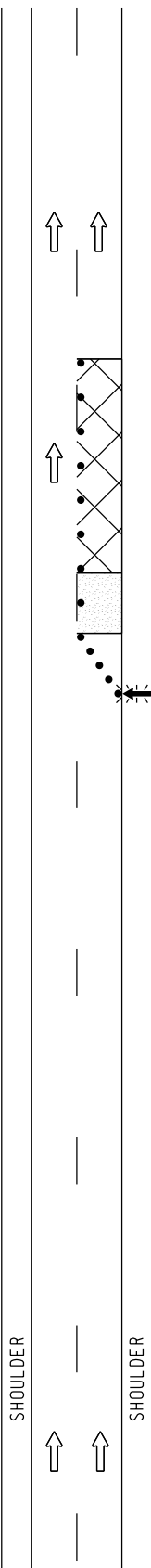
PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.



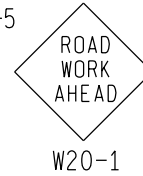
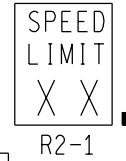
KEY

- • • CHANNELIZING DEVICES
- ← LIGHTED ARROW PANEL
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 168 ft2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA



PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.



<p>TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL</p>		<p>TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION</p>	
<p>DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB</p>	<p>OCTOBER 2011 PLAN DATE:</p>	<p>M0730a</p>	<p>SHEET 1 OF 2</p>
<p>FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV. 10/26/2011</p>			

NOT TO SCALE


NOTES

- 1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
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SEE M0020a FOR "D," "L," AND "B" VALUES
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3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0730a	SHEET
CHECKED BY: BMM:CRB	PLAN DATE:		2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV. 10/26/2011			

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

END ROAD WORK

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

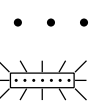
SPEED LIMIT
X X
R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL ENTRANCE RAMP AND ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

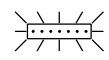
SPEED LIMIT
X X
R2-1

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL ENTRANCE RAMP AND ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

KEY



CHANNELIZING DEVICES



LIGHTED ARROW PANEL (CAUTION MODE)



TRAFFIC FLOW



REFLECTS EXISTING SPEED LIMIT



USE THE "NEXT -- MILES" SIGN WHEN SHOULDER CLOSURE EXCEEDS 1 MILE IN LENGTH

SIGN = 148 ft2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

SPEED LIMIT
X X
R2-1

WORK ZONE BEGINS
R5-18c

SPEED LIMIT
X X
R2-1

WORK ZONE BEGINS
R5-18c

RIGHT SHOULDER CLOSED
W21-5a

RIGHT SHOULDER CLOSED AHEAD
W21-5b

NEXT -- MILES *
W20-1a

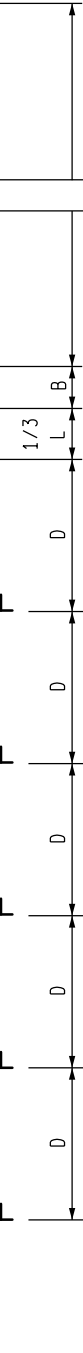
ROAD WORK AHEAD
W20-1

ROAD WORK AHEAD
W20-1

SHOULDER

SHOULDER

WORK AREA VARIES



MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL
FOR A SHOULDER CLOSURE ON A
DIVIDED ROADWAY OR FREEWAY
NO SPEED REDUCTION

DRAWN BY: CON:AE:djf
CHECKED BY: BMM:CRB

OCTOBER 2011
PLAN DATE:

M0880a

SHEET
1 OF 2

NOT TO SCALE

FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0880a.dgn REV. 10/26/2011


NOTES

1. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
 $1/3 L$ = MINIMUM LENGTH OF TAPER
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- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 29A. THE TYPE OF REFLECTIVE SHEETING USED FOR THE W20-1a PLAQUE SHALL BE THE SAME AS THE TYPE USED FOR THE PARENT SIGN.

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
W20-1a PLAQUE	- 48" x 36"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A SHOULDER CLOSURE ON A DIVIDED ROADWAY OR FREEWAY NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0880a	SHEET 2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0880a.dgn REV. 10/26/2011			

SIGN MATERIAL SELECTION TABLE

SIGN SIZE	SIGN MATERIAL TYPE		
	TYPE I	TYPE II	TYPE III
≤ 36" X 36"		X	X
>36" X 36" ≤ 96" TO WIDE		X	
> 96" WIDE TO 144" WIDE	X	X	
> 144" WIDE	X		


TYPE I ALUMINUM EXTRUSION
 TYPE II PLYWOOD
 TYPE III ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE I OR II SIGNS.
 VERTICAL JOINTS ARE NOT PERMITTED.
 HORIZONTAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

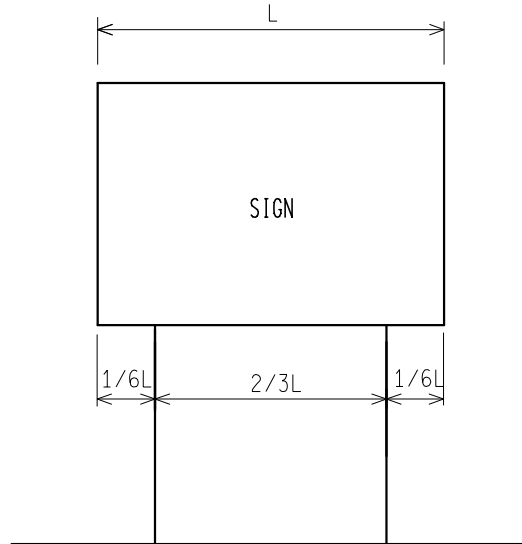
POST SIZE REQUIREMENTS TABLE

SIGN AREA (ft ²)	POST TYPE		
	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD
≤ 9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"

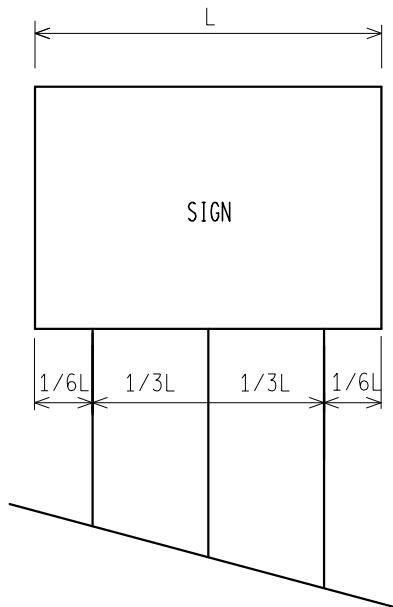
*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.
 SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD
 POSTS DEPENDING ON AREA OF SIGN.
 A MAXIMUM OF 2 POSTS WITHIN A 7' PATH IS PERMITTED.

 PREPARED BY DESIGN DIVISION	DEPARTMENT DIRECTOR Kirk T. Steudle APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS		
	DRAWN BY: <u>CON/ECH</u> CHECKED BY: <u>AUG</u>	APPROVED BY: _____ DIRECTOR, BUREAU OF DEVELOPMENT	_____ F.H.W.A. APPROVAL	<u>11/2/2017</u> PLAN DATE

2 POST SIGN SUPPORT SPACING



3 POST SIGN SUPPORT SPACING



* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN

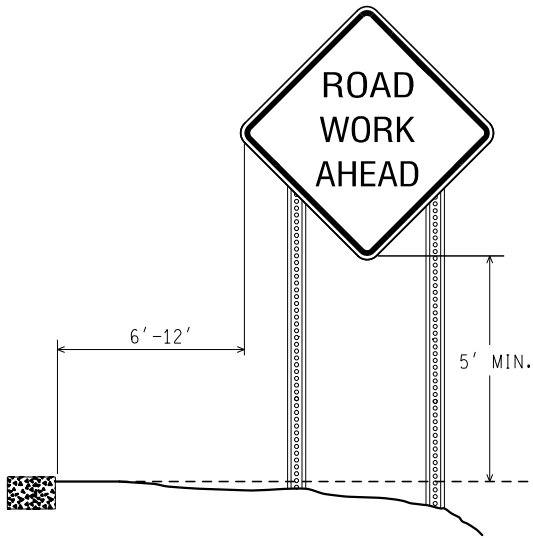
F.H.W.A. APPROVAL

11/2/2017
PLAN DATE

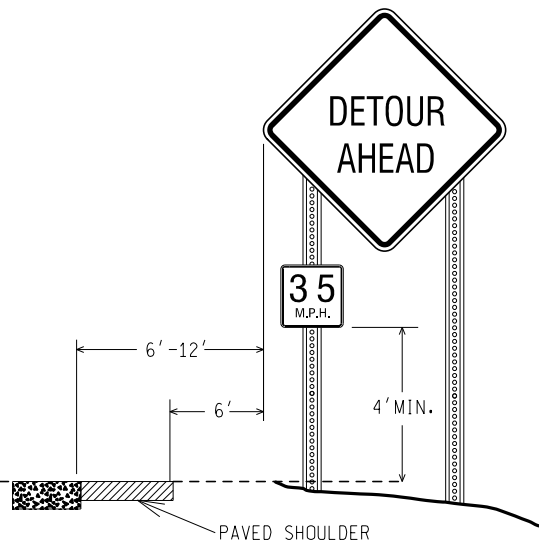
WZD-100-A

SHEET
2 OF 11

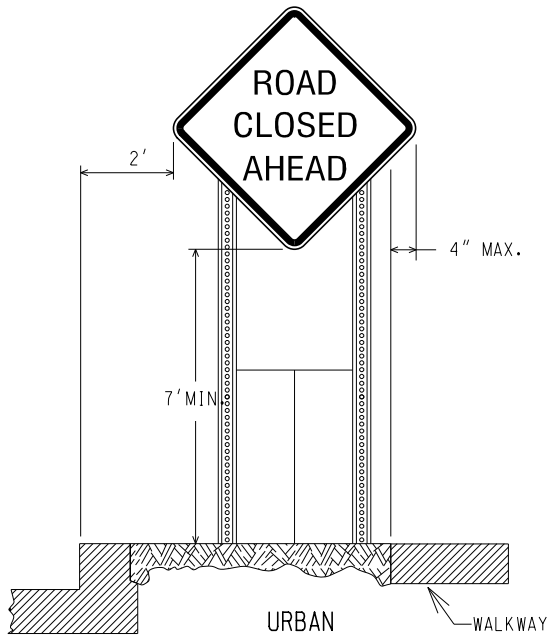
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



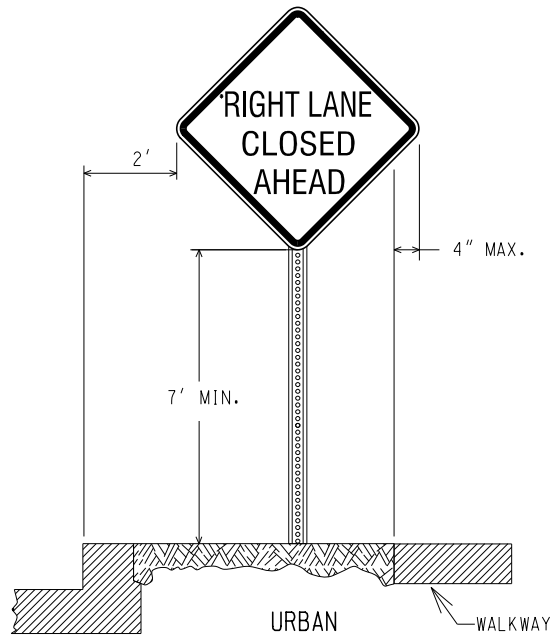
RURAL



RURAL WITH ADVISORY SPEED PLATE



(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)



(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)

BOTTOM HEIGHT AND OFFSET

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN

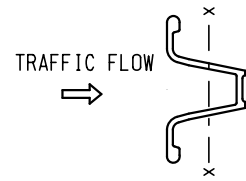
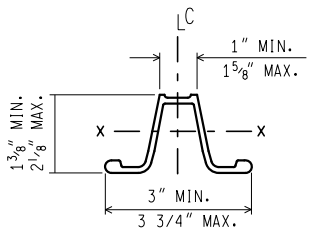
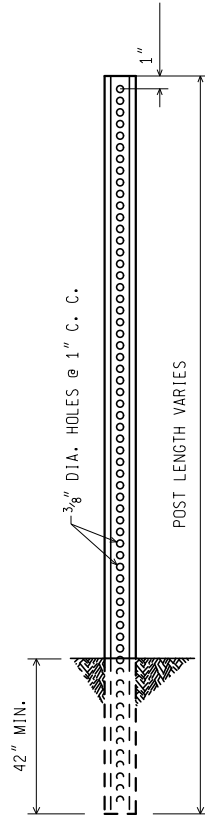
F.H.W.A. APPROVAL

11/2/2017
PLAN DATE

WZD-100-A

SHEET
3 OF 11

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WEIGHT = 3 lbs/ft
 SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

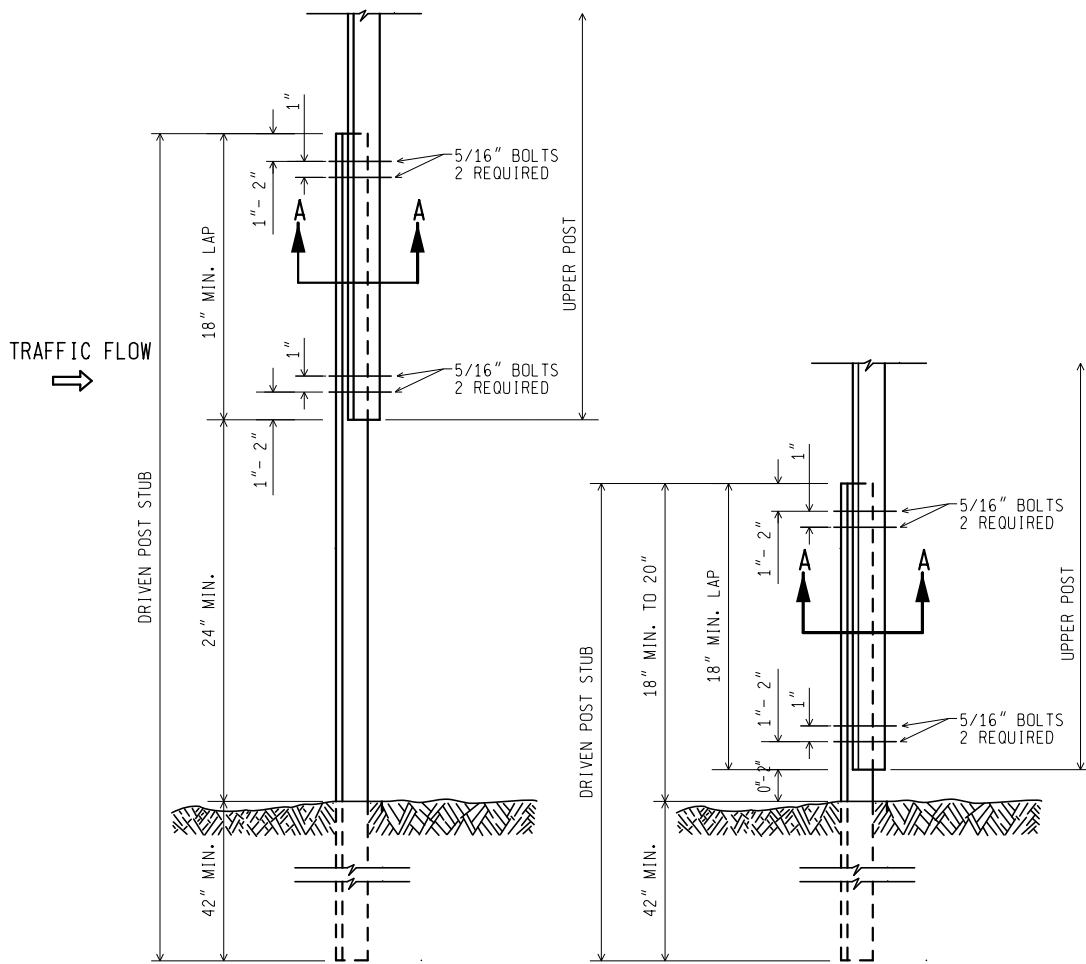
3 lb. U - CHANNEL STEEL POST
 (NO SPLICE)

MOUNT SIGN ON OPEN FACE OF
 U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 4 OF 11
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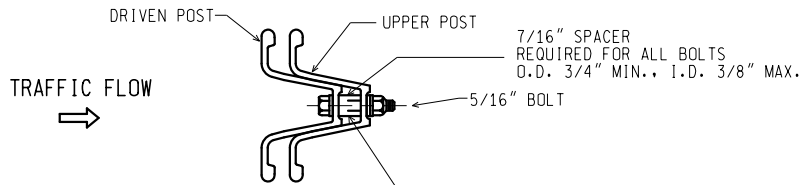
3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

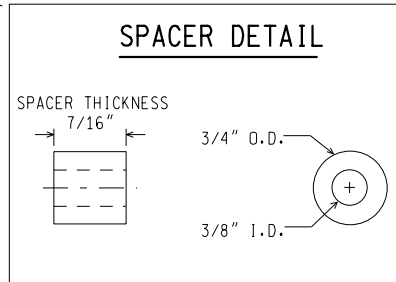
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 5 OF 11
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SECTION A-A

7/16" SPACER
 REQUIRED FOR ALL BOLTS
 O.D. 3/4" MIN., I.D. 3/8" MAX.



NOTES:

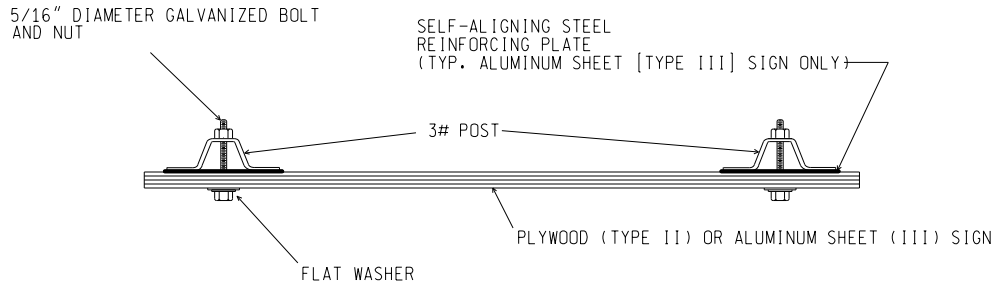
1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.
2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" TO 2" FROM THE END OF THE LAP.
3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.
4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.
5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 lb. U - CHANNEL STEEL POST
 (WITH SPLICE)

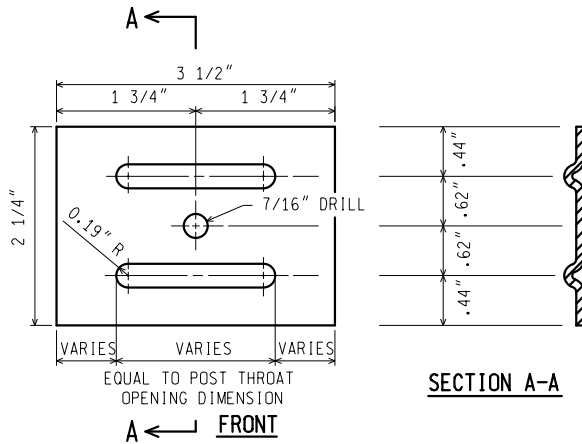
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 6 OF 11
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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

1. MATERIAL: 12 GAUGE CARBON STEEL.
2. TOLERANCE ON ALL DIMENSIONS $\pm 0.0625"$
3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

STEEL SIGN REINFORCING PLATE
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF DEVELOPMENT STANDARD PLAN

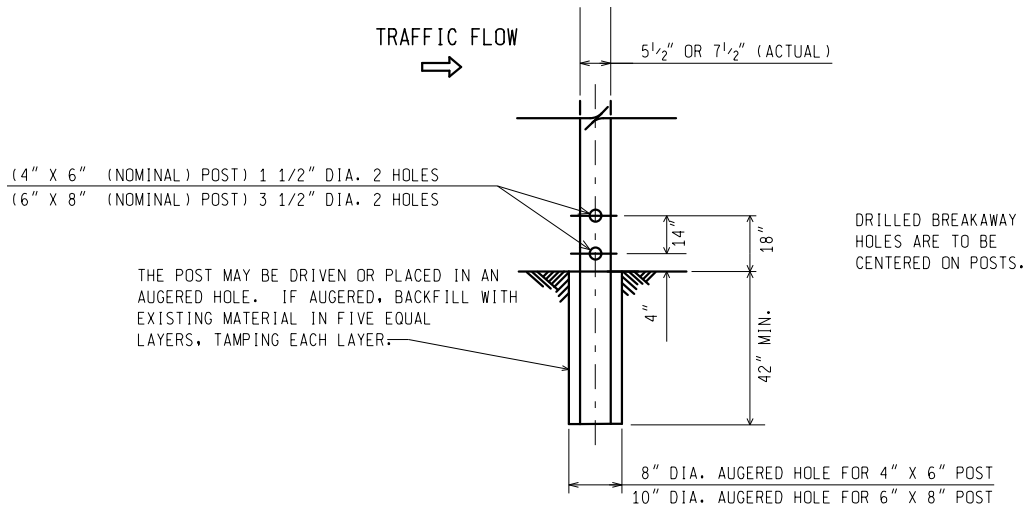
F.H.W.A. APPROVAL

11/2/2017
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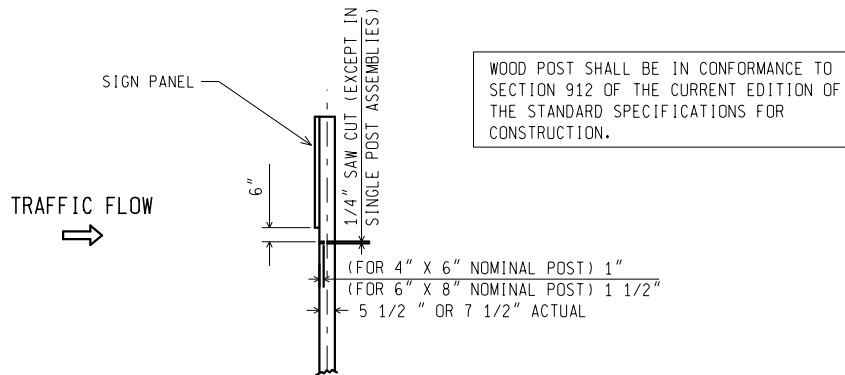
WZD-100-A

SHEET
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**WOOD POST BREAKAWAY HOLES/
 DIRECT EMBEDMENT DETAILS**



**SAW CUT DETAIL
 (MULTIPLE POST INSTALLATIONS)**

WOOD POST DETAILS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF DEVELOPMENT STANDARD PLAN

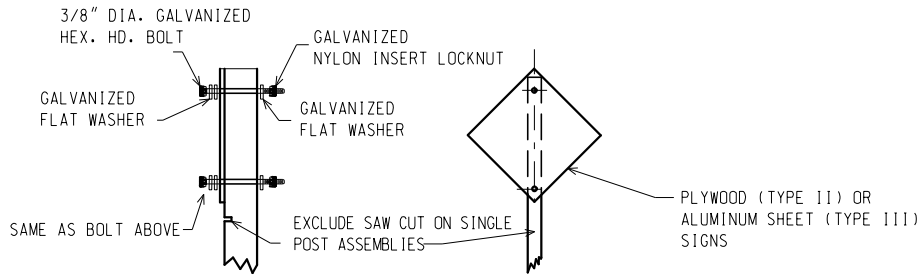
F.H.W.A. APPROVAL

11/2/2017
 PLAN DATE

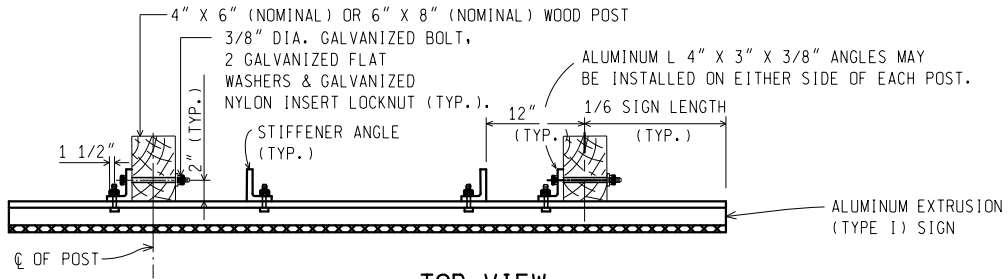
WZD-100-A

SHEET
 8 OF 11

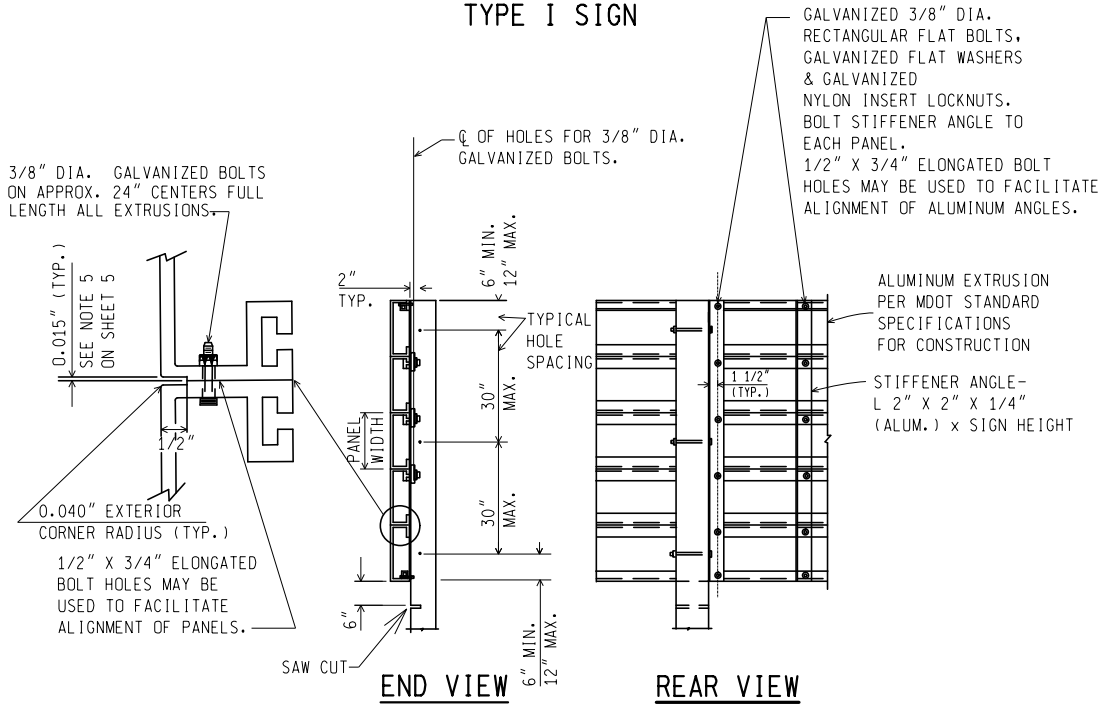
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



TYPE II AND TYPE III SIGNS



**TOP VIEW
TYPE I SIGN**



TYPE I SIGN - ERECTION DETAILS

WOOD POST CONNECTIONS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN

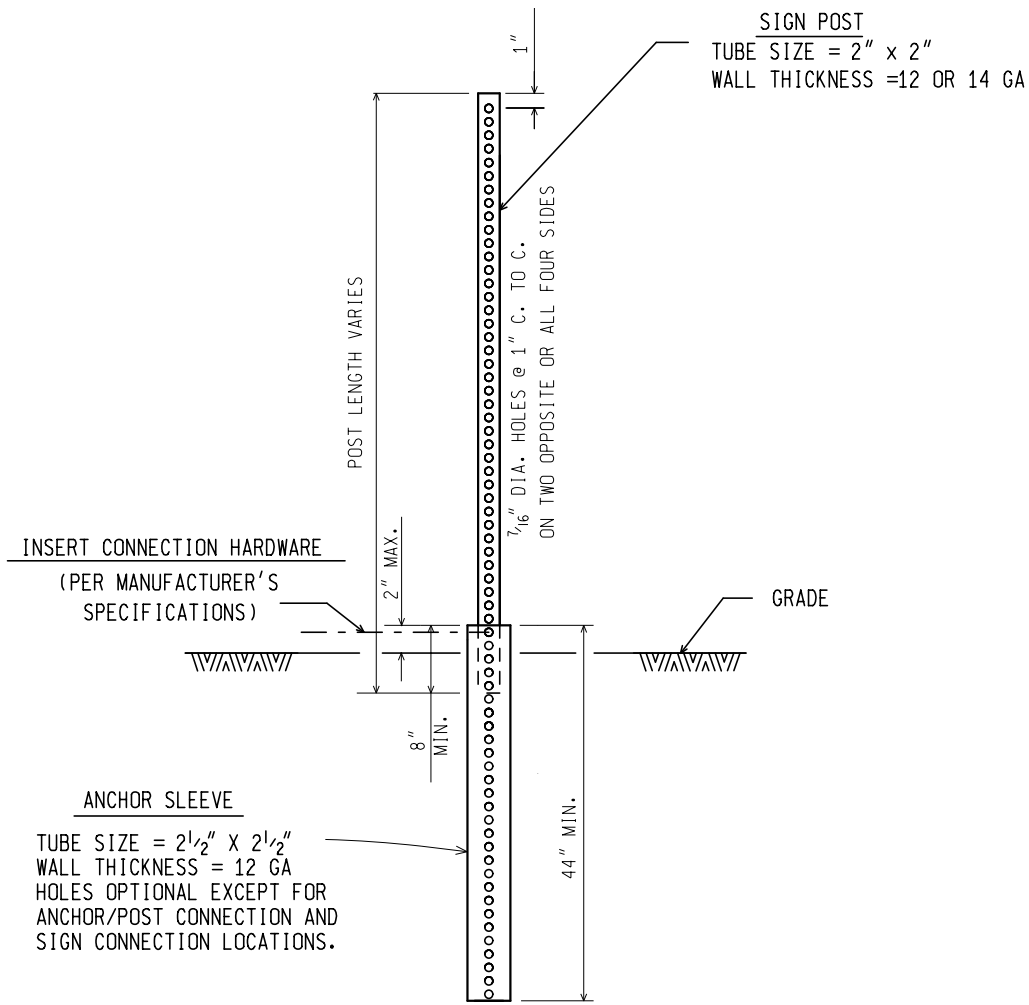
F.H.W.A. APPROVAL

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SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 10 OF 11
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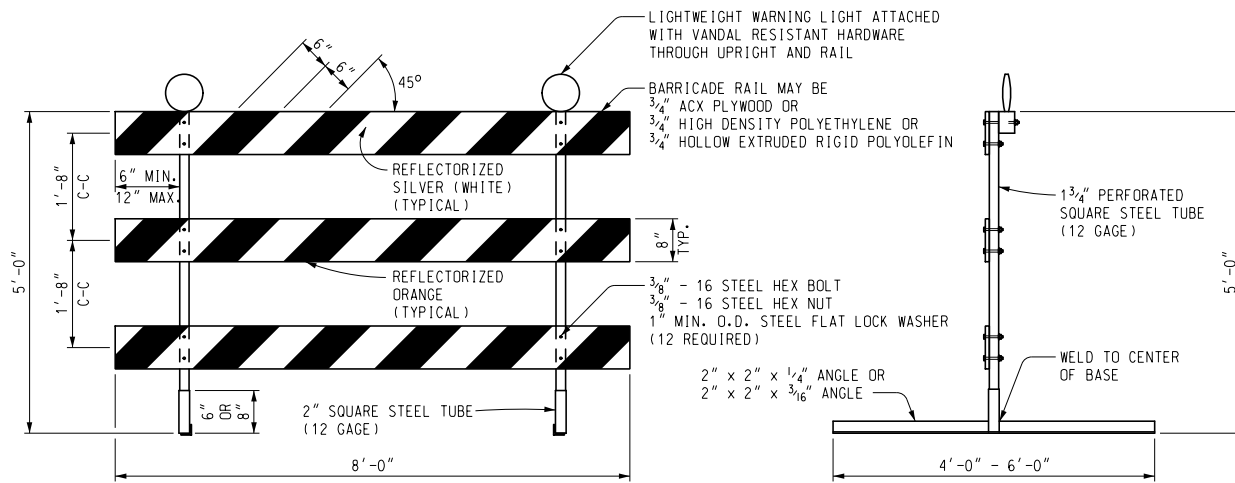
GENERAL NOTES:

1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
4. BRACING OF POST IS NOT PERMITTED.
5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.
14. TEMPORARY WOOD SUPPORTS DO NOT REQUIRE PRESERVATIVE TREATMENT.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 11 OF 11
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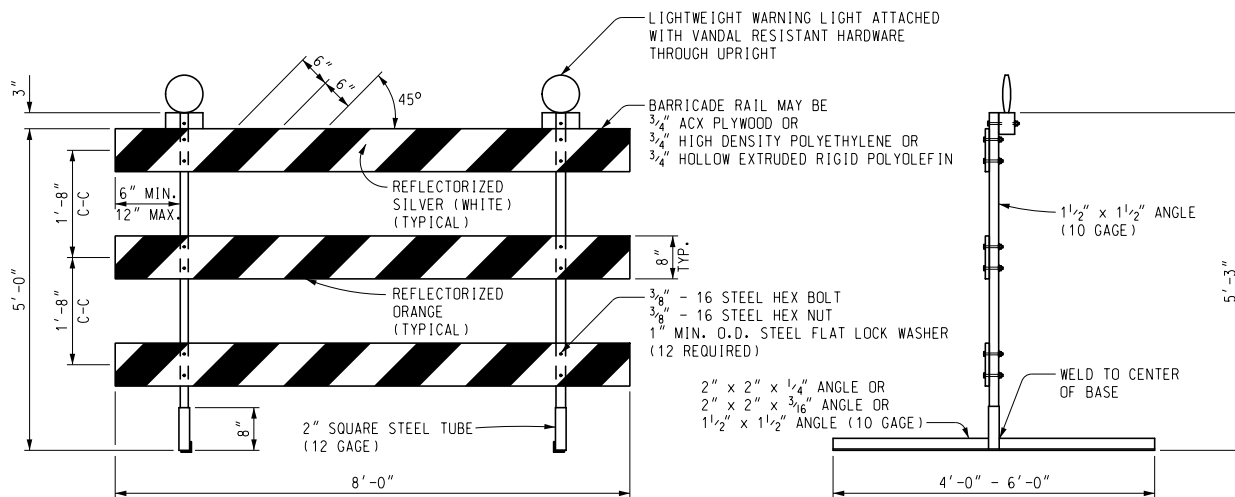
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FRONT ELEVATION

SIDE VIEW

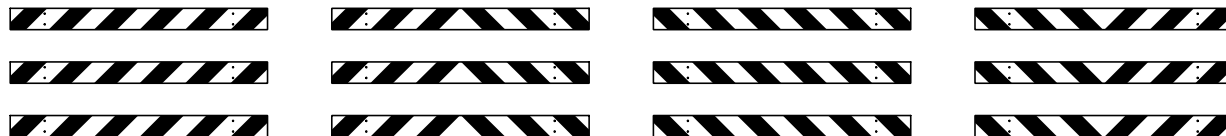
PERFORATED SQUARE STEEL TUBE OPTION



FRONT ELEVATION

SIDE VIEW

ANGLE IRON OPTION



LEFT DIRECTIONAL

BI-DIRECTIONAL

RIGHT DIRECTIONAL

CLOSURES

**BARRICADE RAIL SHEETING OPTIONS
TYPE III BARRICADES**

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm



PREPARED BY
DESIGN DIVISION

DRAWN BY: ECH

CHECKED BY: MWB

DEPARTMENT DIRECTOR
Kirk T. Steudle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES
ENGINEER OF DEVELOPMENT

APPROVED BY: _____
(SPECIAL DETAIL)
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

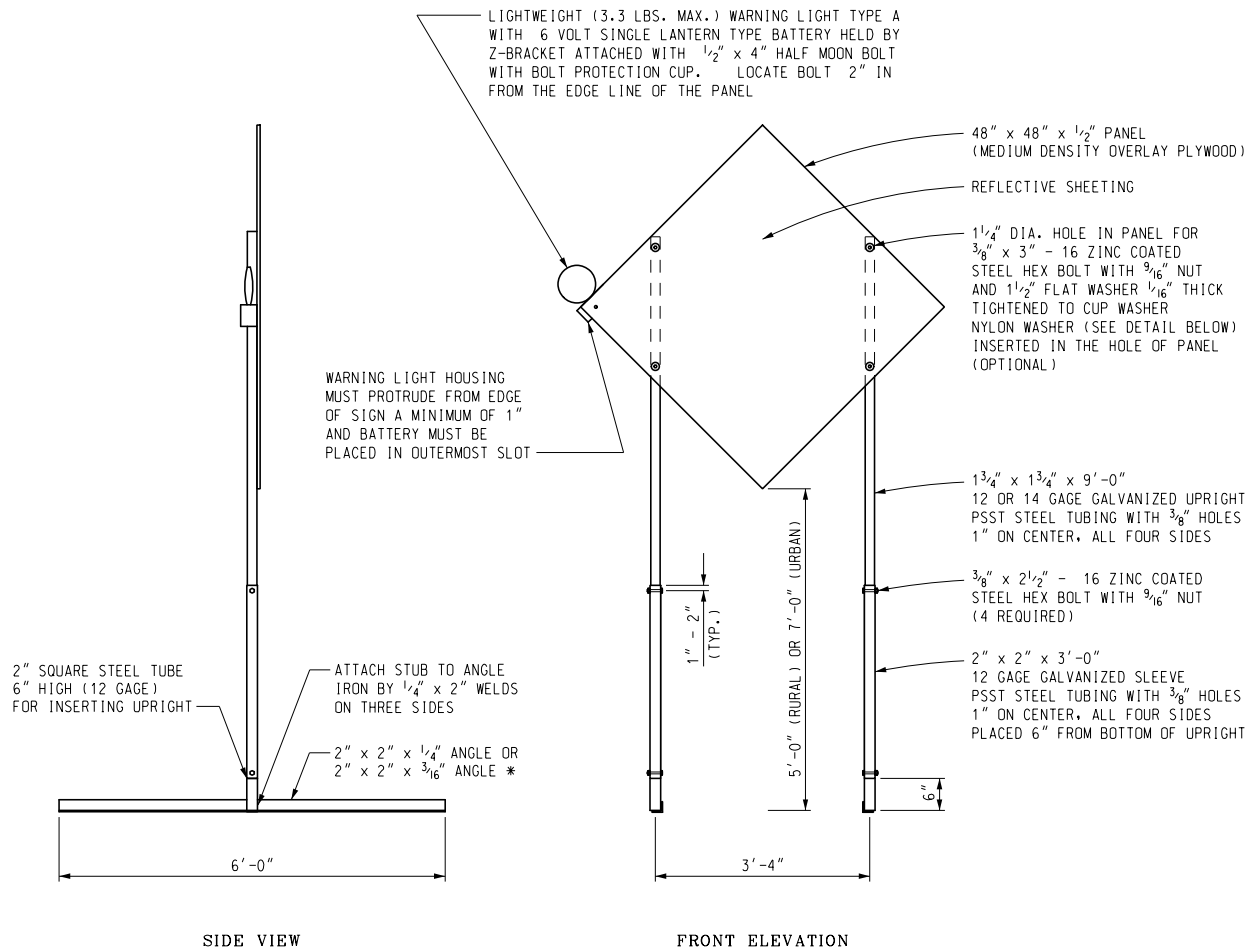
**Temporary
Traffic Control Devices**

F.H.W.A. APPROVAL

1/18/11
PLAN DATE

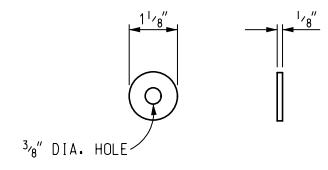
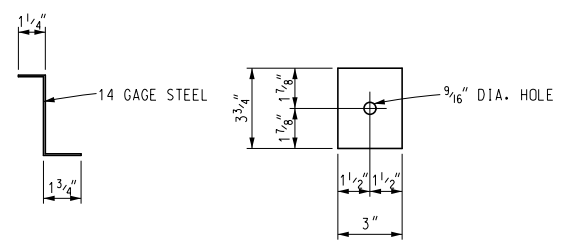
WZD-125-E

SHEET
1 OF 3



TEMPORARY SIGN SUPPORT

(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)
 * SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.
 UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

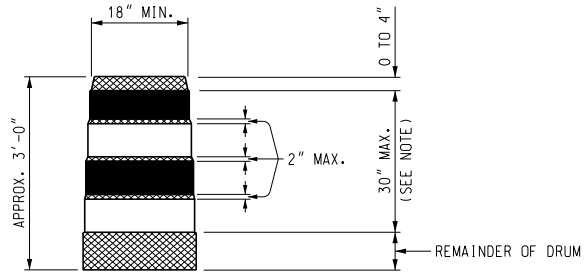
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	SPECIAL DETAIL F.H.W.A. APPROVAL	1/18/11 PLAN DATE	WZD-125-E	SHEET 2 OF 3
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- PLASTIC DRUM
- ▲▲▲ PROPOSED TYPE III BARRICADE
- △△△ EXISTING TYPE III BARRICADE

SYMBOLS TO BE USED ON PLANS



- REFLECTORIZED ORANGE
- REFLECTORIZED WHITE
- NON REFLECTORIZED ORANGE

NOTE:
 DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH, ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARRICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMPORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF DEVELOPMENT STANDARD PLAN

(SPECIAL DETAIL)
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1/18/11
 PLAN DATE

WZD-125-E

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 3 OF 3

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APPENDIX A – DWRF REQUIRED DOCUMENTS

REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements***
- **Debarment/Suspension Certification***

*** Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

Davis-Bacon/Prevailing Federal Wage Rates

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

"General Decision Number: MI20220157 05/06/2022

Superseded General Decision Number: MI20210157

State: Michigan

Construction Type: Heavy
PIPELINE

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022
2	02/25/2022
3	04/08/2022

4	04/29/2022
5	05/06/2022

* ENGI0325-012 05/01/2021

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

LAB01076-005 04/01/2022

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 25.17	13.32
Zone 2.....	\$ 23.47	13.40
Zone 3.....	\$ 21.60	13.45
Zone 4.....	\$ 20.97	13.43
Zone 5.....	\$ 21.00	13.40

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay

rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees--(i) Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Disadvantaged Business Enterprises (DBE)

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

Debarment Certification

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

Attachment 1

**Disadvantaged Business Enterprise (DBE) Utilization
GOOD FAITH EFFORTS WORKSHEET**

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: _____

Subcontract Area of Work: _____

Contract Goal: Solicit a minimum of three (3) DBEs via email/letters/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				A R	
				A R	
				A R	
				A R	
				A R	
				A R	

Explanation for Not Achieving Minimum Contacts (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

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**Michigan Department of Environmental Quality
Resource Management Division – Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If this minimum number cannot be achieved with local DBEs, then the solicitations must be sent to DBEs outside of the local area (i.e. statewide).
4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bidding period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
 - Follow-up e-mails, faxes, or letters.
 - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Rev. 7-2012

Attachment 2

***Certification Regarding
Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

Attachment 3

***Frequently Asked Questions About
Disadvantaged Business Enterprise (DBE) Solicitation***

Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance

Q: What is the Good Faith Efforts Worksheet form and how is it to be completed?

A: This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?

A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?

A: Applications for certification under MDOT can be found at <http://mdot270.state.mi.us:8080/UCP/FormsServlet>.

Applications for certification under EPA can be found on EPA's Small Business Programs website at <http://www.epa.gov/osbp/grants.htm> under Certification Forms.

Q: If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?

A: No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. **There is no required DBE participation percentage contract goal for the SRF/DWRF.**

Q: Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?

A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the five Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the five Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

- Q:** What kinds of documentation should a contractor provide to document solicitation efforts?
- A:** Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.
- Q:** How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?
- A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.
- Q:** How does a contractor locate certified DBEs?
- A:** The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>. Additionally, the Central Contractor Registration (CCR) database is another place to search and can be found at www.ccr.gov
- Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
- A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.
- Q:** In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
- A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.
- Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
- A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.
- Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
- A:** Copies of printouts from MDOT and CCR showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate.

**APPENDIX B – AMERICAN IRON AND STEEL
CONTRACT LANGUAGE**

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of Eastpointe ("Purchaser") and the Michigan Department of Environment, Great Lakes & Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

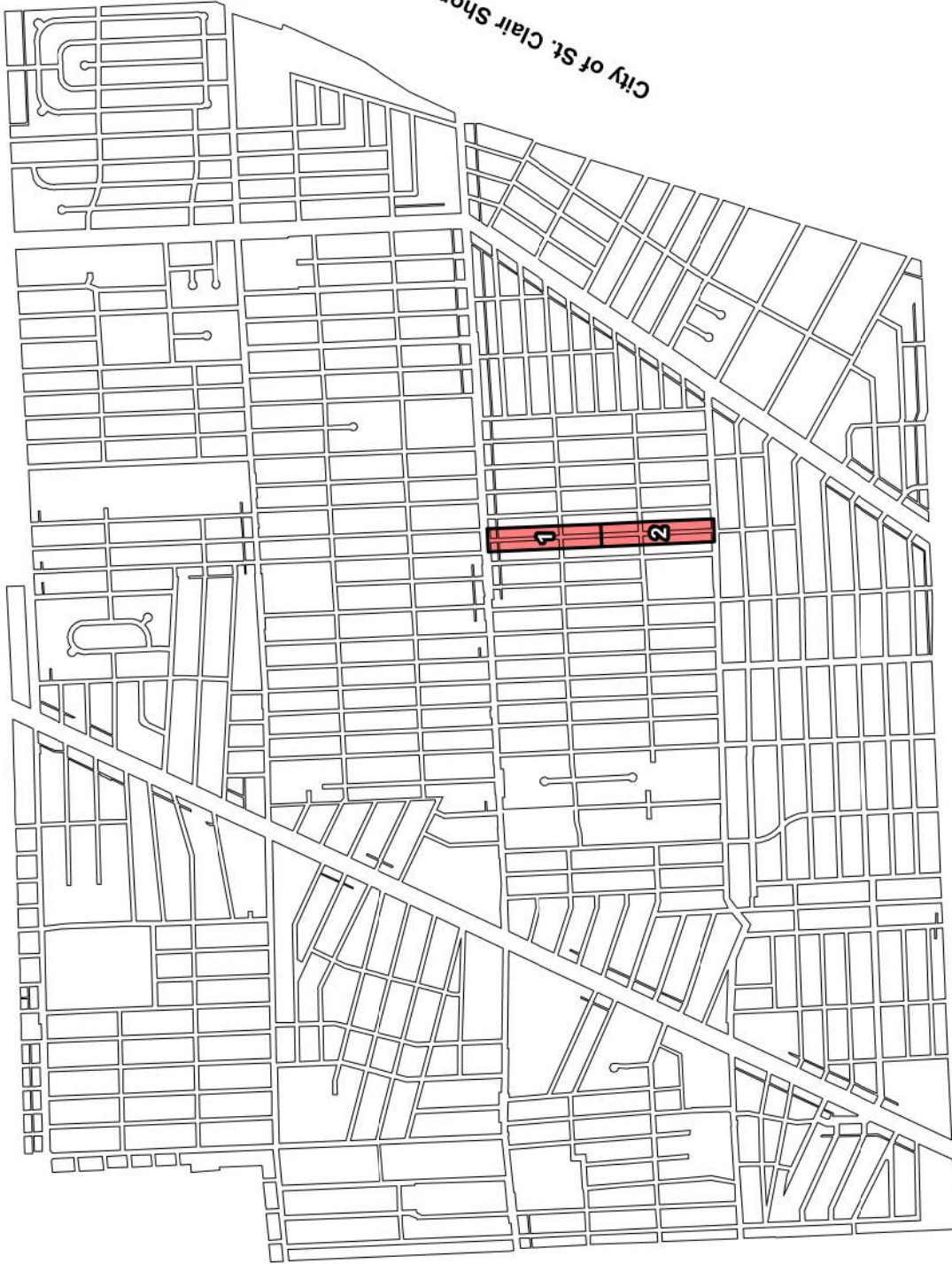
**APPENDIX C – 2022 LEAD WATER SERVICE
REPLACEMENT LOCATION MAPS**

City of Roseville


City of Warren

City of Harper Woods

City of St. Clair Shores



Legend

 Replacement Locations



ANDERSON, ECKSTEIN AND
WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
13400 Lakeshore Blvd. Suite 200
Warren, Michigan 48090

DATE PRINTED: JANUARY 21, 2022
SCALE: N/A
PROJECT NO.: 01157-10501

DATE CREATED: JANUARY 4, 2021
AMP DOCUMENT: Lead Replacement Locations
CREATED BY: JMK
CHECKED BY: JMK

City of Eastpointe

2022 Lead Water Service Replacement Locations



REFERENCE SHEET NUMBER INDEX

PAGE NAME INDEX

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9 Mile Rd

Lambrecht Ave

Tuscany Ave

Gascony Ave

Oak Ave

22529
22521
22513
22503
22497
22489
22481
22473
22465
22457
22449
22441
22433
22423
22415
22407

17500	17530	17534	17538
22536			
22530	22529		
22514	22521		
	22513		
	22505		
22496	22495		
22488			
22480	22483		
22474	22471		
22456	22461		
22448	22449		
22440			
22432	22437		
22424	22425		
22416	22415		
22408			
	22405		

17640	
22541	
22530	22533
22522	22525
22512	22517
22506	22509
22498	22501
22490	22493
22482	22485
22474	22477
	22469
22466	22461
22458	22453
22446	22441
22434	22437
22426	22429
22414	22421
	22413
22404	22405

17650	17700
	22539
22534	22531
22524	22519
22516	22511
22508	22503
22500	22493
22492	22485
22484	22477
22474	22467
22464	22453
22456	22445
22448	22435
22434	22429
22426	22419
22418	22411
22410	22403

22174	22172
	22163
	22155
	22147
	22131
	22123
	22113
	22101
	22091
	22081
	22069
	22059

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22164	22161
22156	22149
22146	22137
22138	22127
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22066	
22058	

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22140	22137
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22076	22075
22068	22067
22058	22059
	22051

22170	22175
22162	22165
22154	22147
22146	22137

Legend

- Water Main
- Lead Replacement Locations



MAP NUMBER: 1

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City of Eastpointe

2022 Lead Water Service Replacement Locations



ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
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www.aewi.com

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DATE CREATED: 1/21/2022
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PROJECT NO.: 0145-0641
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