Bid #03302020
Closing: May 4, 2020 @ 2:00p.m

TELECOMMUNICATIONS FIBER RING
CONSTRUCTION CONTRACT
(Labor and Materials)
Between
CHARTER TOWNSHIP OF WEST BLOOMFIELD
and

For: __2020 Fiber Ring Project______________________________

Contract Number: ______2019901___________________________

Contract Date: __________________________

Prepared by: Geotech, Inc.

P & S SERIAL NO. ____________________________

Geotech Form 515
TELECOMMUNICATIONS FIBER RING CONSTRUCTION CONTRACT

(Labor and Materials)

The Complete Construction Contract shall consist of the following:

I. Form 515, Telecommunications Fiber Ring Construction Contract, which includes:
   
   A. Request for Proposals
      
      i) Notice To Bidders
      ii) Instructions To Bidders

   B. Contractor's Proposal

   C. Construction Agreement

   D. Engineering Construction and Inspection Details

II. One or more of the specification packets made a part of the Contract.

   A. Form 515a, Specifications and Drawings for Construction of Direct Buried Plant.

   B. Form 515b, Specifications and Drawings for Construction of Underground Plant.

   C. Form 515c, Specifications and Drawings for Construction of Aerial Plant.

   D. Form 515d, Specifications and Drawings for Service Installation at Customer Access Locations.

III. Plans, including Maps, Construction Sheets and Special Drawings prepared by the Owner's Engineer.
## TELECOMMUNICATIONS FIBER RING
### CONSTRUCTION CONTRACT (FORM 515)

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A. REQUEST FOR PROPOSALS

i) NOTICE TO BIDDERS

TELECOMMUNICATIONS FIBER RING CONSTRUCTION PROJECT
OUTSIDE PLANT

Sealed proposals for the construction, including the supply of necessary labor, materials, and equipment, for a telecommunications fiber ring project known as 2019 Fiber Ring Project in the West Bloomfield Township area will be received by the Charter Township of West Bloomfield at Township Hall, 4550 Walnut Lake Road, West Bloomfield, MI 48323 on or before 2:00 PM, EST, Monday, May 4, 2020 at which time and place the proposals will be publicly opened and read.

The project is located in Oakland County in the State of Michigan and consists of:

- 0.00 route miles (0.00 km) of Aerial Cable,
- 0.00 route miles (0.00 km) of Buried Cable,
- 22.0 route miles (35.64 km) of Underground Plant,
- 1.00 route miles (1.62 km) of Service Entrances (15 Entrances), and
- 0.00 route miles (0.00 km) of Conduit for a total of

23.00 route miles (37.26 km) of construction.

The number of plows that may be used at any one time shall not exceed one. The time for Completion of Construction of the Project shall be 70 days from the Notice to Proceed date. Liquidated damages in the amount of $1,000.00 per day shall apply for each and every day that construction is delayed after giving effect to extensions of time as provided for in the contract.

The Plans, Specifications, and Construction Sheets, together with the necessary forms and other documents for Bidders, may be obtained from the Owner at 4550 Walnut Lake Road, West Bloomfield, MI 48323, or from the Engineer, Geotech, Inc., at 4900 Cascade Rd., Grand Rapids, MI
and may be examined at the offices of the Owner or the Engineer. Each set of Plans, Specifications, and Construction Sheets provided to a Bidder will have a serial number assigned by the Engineer, and the number of each set with the name of the Bidder will be recorded by the Engineer. Bids will be accepted only from the original Bidder who received Plans, Specifications, and Construction Sheets; or from a qualified Bidder to whom such a set has been transferred with the approval of the Engineer at least 48 hours prior to the Pre-Bid Conference scheduled for **Monday April 13, 2020 @ 10:00 a.m. Due to the Coronavirus - the meeting will be via zoom. Information is shared below.**

WBFT Zoom is inviting you to a scheduled Zoom meeting.

**Topic:** West Bloomfield Township Fiber Project Pre-bid Meeting  
**Time:** Apr 13, 2020 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting  
https://zoom.us/j/440222201?pwd=NVJCdW5lMmxzREhZNGRjaUdHTFNDQT09  
Meeting ID: 440 222 201  
Password: 7121E4

One tap mobile  
+16468769923 US (New York)  
+13126266799 US (Chicago)

Dial by your location  
+1 646 876 9923 US (New York)  
+1 312 626 6799 US (Chicago)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US  
+1 301 715 8592 US  
+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)

Meeting ID: 440 222 201  
Find your local number: https://zoom.us/u/aokqT0pZB

Join by SIP  
440222201@zoomcrc.com

Join by H.323  
162.255.36.11 (US East)  
221.122.88.195 (China)  
115.114.131.7 (India Mumbai)  
115.114.115.7 (India Hyderabad)  
213.19.144.110 (EMEA)  
103.122.166.55 (Australia)  
209.9.211.110 (Hong Kong)  
64.211.144.160 (Brazil)
No proposals will be considered from Bidders that do not attend the Pre-Bid Conference unless the Bidder has been notified by the Engineer, prior to the Pre-Bid Conference, that such Bidder's attendance is not required. Notes covering the Pre-Bid Conference will be prepared by the Engineer and distributed to all Bidders attending the Pre-Bid Conference.

Bidders shall file a Qualification form with the Engineer at least 2 days in advance of the scheduled Pre-Bid Conference. Bidder Qualification forms can be obtained from the Engineer. The Owner or Engineer will not release a set of Plans, Specifications, and Construction Sheets bearing a serial number to a Bidder until after the Bidder's Qualifications have been approved by the Engineer on behalf of the Owner. Questions relating to Bidder Qualifications shall be resolved prior to the Pre-Bid Conference.

________________________
Date

CHARTER TOWNSHIP OF WEST BLOOMFIELD
Owner
Project

1. Sealed proposals for the construction of a Telecommunications Fiber Ring Project, including the supply of necessary labor, materials, and equipment known as the 2019 Fiber Ring Project which is the Network to be owned and operated by the Charter Township of West Bloomfield, will be received by the Owner on or before 1:00 PM, EST, ______________ 2019, at its office located at 4550 Walnut Lake Road, West Bloomfield, MI 48323, at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.

2. The project is located in Oakland County, in the State of Michigan, as more fully described in the Plans, Specifications, Construction Sheets, and Special Drawings hereinafter referred to, and will consist of the following mileages of telecommunication lines and associated facilities:

   a. Buried Plant
      Single Buried Cable
         (new construction corridor)  Total Route Miles  0.00 (0.00 km)
         Route Miles  0.00 (0.00 km)
      Single Buried Cable
         (same construction corridor with existing buried plant)  Route Miles  0.00 (0.00 km)
      Multiple Cables in Same Slot or Opening
         (new construction corridor)  Route Miles  0.00 (0.00 km)
         Multiple Cables in Same Slot or Opening
         (placed in same construction corridor with existing buried plant)  Route Miles  0.00 (0.00 km)
      b. Underground Plant  Total Route Miles  22.0 (35.64 km)
         Conduit System  Route Miles  22.0 (35.64 km)
         Underground Cable (new duct system)  Route Miles  0.00 (0.00 km)
         Underground Cable (existing ducts)  Route Miles  0.00 (0.00 km)
Manholes

<table>
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<tr>
<th>Component</th>
<th>Number</th>
<th>Route Miles</th>
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<tbody>
<tr>
<td>New Aerial Plant</td>
<td>0</td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>(including rebuilt miles on which substantially all poles are to be replaced)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pole Line with Figure 8 Cable</td>
<td></td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>Pole Line with Cable</td>
<td></td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>Joint Use Electric – Cable</td>
<td></td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>Joint Use Electric – Figure 8 Cable</td>
<td></td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>Joint Use – Other than Electric – Cable</td>
<td></td>
<td>0.00 (0.00 km)</td>
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</table>

<table>
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<tr>
<th>Component</th>
<th>Total Route Miles</th>
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<tbody>
<tr>
<td>Modification of Existing Aerial Plant</td>
<td>0.00 (0.00 km)</td>
</tr>
<tr>
<td>(includes all lines on which substantial number of poles are retained and which are not included in the above classification)</td>
<td></td>
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<thead>
<tr>
<th>Component</th>
<th>Number</th>
<th>Route Miles</th>
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<tbody>
<tr>
<td>Service Entrances</td>
<td>15</td>
<td>1.0 (1.61 km)</td>
</tr>
<tr>
<td>Buried Service Entrances – Number 15</td>
<td></td>
<td>1.0 (1.61 km)</td>
</tr>
<tr>
<td>Aerial Service Entrances – Number ___</td>
<td></td>
<td>___ (___ km)</td>
</tr>
</tbody>
</table>

3. Proposals and supporting instruments must be submitted on forms furnished by the Owner or Engineer and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted unless made before submission and initialed and dated.

4. Prior to the submission of the Proposal, the Bidder shall make a careful examination of the site of the Project and of the Plans and Specifications, Construction Drawings, Description of Assembly Units, and forms of Construction Agreement and Performance and Payment Bonds attached hereto, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable local, State and federal statutes, regulations, and laws, including those pertaining to the licensing of contractors and the Anti-Kickback Acts, as amended (40 USC 276c; 41 USC 51, et seq.) and regulations issued pursuant thereto.
5. A **required** one (1) day Pre-Bid Conference is scheduled at the office of the Owner on commencing at 10:00 AM, EST. At the Pre-Bid Conference, representatives of the Engineer and/or Owner will be prepared to discuss the project plans in detail including previous construction experience. They will also provide assistance to personnel of the Bidder for visiting existing representative cable routes and locations, if any, that may require special construction planning. All Bidders are required to attend the Pre-Bid Conference or furnish information to the satisfaction of the Engineer prior to the Pre-Bid Conference that the Bidder, through prior visitation or previous construction work in the area, has adequate familiarity with the site and plans for the Project. No proposal will be accepted or considered from Bidders that do not attend the Pre-Bid Conference or that have not been approved for non-attendance and notified by the Engineer prior to the Pre-Bid Conference that their attendance is not required.

6. Each Bidder shall include, and shall be deemed to have included in the price quote of Contractor's Proposal for each Assembly Unit, the amount which is estimated to be payable for taxes that will be imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment for services or labor for the Project; which amount shall be incorporated in the Project as part of such Assembly Unit. Any required taxes shall be payable by the Bidder which is awarded the Contract for the Project.

7. The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications and offered in the Proposals.

8. Where buried plant is included in the construction of the Project, the number of plows that may be used at any one time shall not exceed one (1).

9. The time for Completion of Construction of the Project shall be as specified by the Owner in the Request for Proposals and the Construction Contract.

10. Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC), made payable to the Owner in the amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees that in consideration of the Owner receiving and considering the Proposal, together with the required Bid Bond or check, said Proposal shall be firm and binding upon each Bidder for a period not to exceed ninety (90) days from the date the Proposals are opened, and such Bid Bond or check shall be held by the Owner until a proposal is accepted and an executed Contract, together with a satisfactory Performance Bond, Payment Bond and Certificate of Insurance is submitted to the Owner. If a Proposal is not one of the three (3) low Proposals, the Bid Bond or check will be returned within a period of ten (10) days to the Bidder furnishing same.
11. The successful Bidder will be required to enter into a Contract with the Owner, and as required by the Contractor’s Bond for Public Buildings or Works Act, PA 213 of 1963, MCL 129.201, et seq., the award of contract will be conditioned on Contractor furnishing a Performance Bond and a Labor and Material Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder; and will be required to provide proof of required insurance. Bonds shall each be in an amount equal to one hundred percent (100%) of the Contract Sum and shall be submitted to the Owner upon execution of the Contract and prior to the start of any work. Bonds shall be written with surety carriers authorized to do business in Michigan and shall be in a form acceptable to the Owner.

12. Should the successful Bidder fail or refuse to execute a Contract and to furnish the required Performance Bond, Payment Bond, and Proof of Insurance within ten (10) days after written notification of the award of the Contract by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled to retain from the proceeds of the bid security the difference between the amount of the Proposal awarded the contract and the next lowest qualified Proposal; and the Owner may in good faith contract with another to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the Contract, or to furnish a satisfactory Performance and Payment Bond, or the required Proof of Insurance.

13. The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Owner or by any other person.

14. The Township reserves the right to request additional information from one or more bidders during the proposal evaluation process. Any additional information must be supplied within five (5) days after receipt of written notice.

15. Any errors, omissions, or discrepancies in the specifications discovered by a prospective Bidder must be brought to the attention of the Engineer and/or Owner as soon as possible after discovery. Further, the Bidder will not be allowed to take advantage of errors, omissions, or discrepancies in the Specifications.

16. The Owner reserves the right to reject any and all proposals, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Bidders, issue post-bid addenda for inclusion in the contract, waive or modify one or more Proposals, modify the Scope of Work, waive or modify proposed contract provisions, request supplemental proposals, and/or accept a proposal from and award a contract to a qualified Contractor based on what the Owner determines to be in the best interest of the Township considering all factors.
17. Any acceptance of a proposal shall not be binding on the Owner and may be withdrawn for ten (10) days after the date of the award and until the Contractor has submitted the signed Contract, proof of insurance, required Performance and Payment Bond and satisfied all other acceptance conditions. During the period of time that Township acceptance may be withdrawn, the Township reserves the right to continue to review, evaluate, and investigate all proposals and Consultants, and for any reason approved by the Township Board, may withdraw the acceptance of a proposal.

18. The Owner reserves the right to conditionally or subsequently accept a proposal from and award a contract to the next most qualified Contractor if the successful Contractor does not execute the Contract, provide the insurance and satisfy any other conditions of proposal acceptance established by the Township Board within the time required.

19. The evaluation and award of contract will be based on a combination of factors including, but not limited to the proposal prices, past performance, ability to meet service requirements, manpower and equipment available to perform this service, compliance with specifications, and any other factors considered to be in the Owner’s best interest.

20. Owner desires a proper balance between prices for labor and materials, and between the total prices for the respective Assembly Units. Lack of balance may be a reason for rejecting a Proposal.

21. In the event there is a discrepancy between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and in the "Materials" column, the correct addition of the two (2) sums listed in the “Labor” column and the "Materials" column shall control.

22. The terms "Engineer,” "Supervisor,” ”Contractor's Proposal,” "Project,” “Section,” "Completion of Construction,” “Completion of Project,” "Cleanup,” "Work Sector,” "Construction Corridor,” “Reduced Construction Corridor,” and "Construction Sheets” as used throughout this Contract shall be as defined in the Construction Agreement, Article VII, Section 1.

23. The Owner represents:

(a) If by other provisions of the Contract Documents, the Owner has undertaken to furnish any materials for the construction of the Project, such materials will be on hand at locations which may be determined by inquiry from the Engineer or if such materials are not on hand, they will be made available by the Owner to the successful Bidder before the time such materials are required for construction.
(b) Staking has been completed for the entire Project, including Service Entrances, as of June 30, 2019.

(c) Easements and rights-of-way for the Construction Corridor used for the placement of buried cable/duct have been obtained from property owners or public authorities, including public rights-of-way totaling approximately 22.0 route miles (35.64 km), and private rights-of-way totaling approximately 1.0 route mile (1.61 km) as shown on the Maps and Construction Sheets. Rights-of-way obtained that do not provide sufficient width to meet the specifications for Construction Corridor as defined in the Specifications are designated as "Reduced Construction Corridor." The actual widths available for cable placement in the reduced areas are shown on the respective Construction Sheets. Rights-of-way not obtained are designated as "Un-Obtained Construction Corridor" and are shown on the Maps and Construction Sheets.

Where the placement of the cable is restricted within the Construction Corridor, these locations are designated "Restricted Construction Corridor." The nature of the restriction of the placement of the cable is as shown on the Construction Sheets. When the cause of a restriction is the presence of existing Telecommunications Fiber Plant or foreign utilities, the general location of these facilities is as shown on the Construction Sheets. Since these facilities can be located definitely only by exposing them to view, all Construction Sheet representations as to their locations are approximate.

(d) Easements and rights-of-way for placement of Service Entrances have been obtained. Such rights-of-way will be obtained as required to avoid delay in placement of such Service Entrances.

(e) The Owner will have available the funds necessary for immediate payment for the construction of the Project.

(f) Where underground plant is involved, the Owner has obtained permission from State and local highway and road authorities to bury cable and set housings on the highway and road rights-of-way in the Project Area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction, and repair proposed to be used on the Project will meet the requirements of public authorities having jurisdiction over highway and road rights-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by the highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of damages to highways and roads and their associated rights-of-way, caused by the Bidder during construction of the Project. This requirement is in addition to, and independent of, the performance bond required under this Contract. The approval of a Bidder's Qualifications by the Owner, or the acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by
or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of the highway and road authorities by communicating with the following:

Oakland County Road Commission
MDOT

If the Owner does not comply with the representations listed in paragraph 18(a) to (f), or if any of the representations are incorrect, the Bidder will be entitled to an extension of time for completion of the contract. The extension period shall be equal to the delay, if any, caused by the non-compliance, provided that the Bidder promptly notified the Owner in writing of the specific non-compliance and of its desire to extend the time of completion in accordance with this paragraph; and provided that the requested extension is the sole remedy for the Bidder because the conditions are beyond the control and without the fault of the Bidder.

Date

CHARTER TOWNSHIP OF WEST BLOOMFIELD
Owner
BID BOND

1. KNOW ALL MEN that we, ______________________________________________________________,
as Principal, and ________________________________________________________________,
as Surety, are held and firmly bound unto Charter Township of West Bloomfield
______________________________________________________________________________,
(hereafter called the “Owner”) in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to exceed
___________________________________________________dollars ($________________________)
as hereinafter set forth and for the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the project known as
2019 Fiber Ring Project;

3. NOW THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and
give the required Performance Bond and Labor and Material Payment Bond for the performance of the contract and for
the prompt payment of labor and material furnished for the Project as may be specified in the contract, or

(b) in the event of the failure of the Principal to execute the required contract documents and/or give required
Performance Bonds, the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the
amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to
construct the Project,

then this obligation shall be void, otherwise remaining in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective
corporate seals to be affixed and attested by their duly authorized representatives this
_____________________________________day of _____________________________, 20 ________

_________________________________________(Seal)
(PRINCIPAL)

Attest:

By ____________________________________________

_________________________________________

(SECRETARY) (TITLE)

_________________________________________

(SURETY) (SEAL)

Attest:

By ____________________________________________

_________________________________________

(SECRETARY) (TITLE)

FORM 307

11
B. CONTRACTOR’S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

TO: CHARTER TOWNSHIP OF WEST BLOOMFIELD (Owner)

1. The undersigned Bidder hereby proposes to construct the Telecommunications Fiber Project identified as 2019 Fiber Ring Project in strict accordance with the Plans, Specifications, Construction Sheets, and Special Drawings, indicated below and incorporated herein; and to furnish materials, machinery, tools, equipment, labor, transportation, and other means necessary to complete the work for the prices stated.

The Engineer will check the applicable Specification Packet(s) which will be incorporated into the Telecommunications Fiber Ring Construction Contract.

☐ Form 515a - Specifications and Drawings for Construction of Direct Buried Plant.
Dated: September 17, 2001

☐ Form 515b - Specifications and Drawings for Construction of Underground Plant.
Dated: September 17, 2001

☐ Form 515c - Specifications and Drawings for Construction of Aerial Plant.
Dated: September 17, 2001

☐ Form 515d - Specifications and Drawings for Service Installation at Customer Access Locations.
Dated: September 17, 2001

The following RUS Standards are applicable: (Engineer to insert date)

| PC-2 | Dated: 2.27.95 |
| PC-4 | Dated: 6.2.97 |
| PC-5A | Dated: 9.17.01 |

The depth of buried cable/duct in soil measured from the top of the cable/duct to the surface of the ground is 48" (121.92 cm) minimum. If the cable is to be plowed for the entire project to a minimum depth greater than 48" (121.92 cm), the Engineer will indicate the required minimum depth in the following space: ________ inches (_______ cm).

If any section of cable is to be installed to a depth greater than the minimum depth stated above, the applicable BFO units will be suffixed by the letter "E" and the required depth in parentheses.
The cable to be used with the above fiber optic cable units shall be as specified below:

- single mode fibers
- or
- multimode fibers

- 0.23 db  Max calculated average loss from bi-directional measurements @ 1550 nm
- <1.0  Mean loss value per splice in a span @ 1550 nm bi-directional

- 0.25 db  Max on time calculated splice loss mean value from bi-directional measurements @1550 nm after 3 attempts
- <- 45 db  Connector return loss

- 0.3 db  Maximum accepted connector insertion loss is @ 1530-1570 nm.

- 0.1 db  Maximum in the loss differential between two fibers in any pair shall not exceed

Other characteristics as required: (Define)

1. Loose tube Micro
2. Warning ribbon at 12” below grade if cable is to be plowed
3. Strength member to be dielectric
4. Testing will be from both ends at 1310 nm and at 1550 nm with an OTDR printout
5. Fiber shall be ITU-T G.652 or 655 single mode. No mixing of fiber types.
### SECTION BM – MISCELLANEOUS ASSEMBLY UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Materials</td>
</tr>
<tr>
<td>BM2(5/8)(8)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM2A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM61D</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMFEC 144</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM21 12</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM21 24</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>BM21 96</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM 99 Ent.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM 53</td>
<td>83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM 96 Plenum</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BM98 S .Cut</td>
<td>8'</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total, Section BM __________
### Section HBF - BURIED FIBER OPTIC SPLICE CLOSURE ASSEMBLY UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>HBFO(12)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(24)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(36)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(48)</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(72)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(96)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(120)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(144)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(168)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBFO(288)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total, Section HBF ________
<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Labor &amp; Materials</td>
</tr>
<tr>
<td>HO-1</td>
<td>462</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HO-3</td>
<td>288</td>
<td></td>
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</tr>
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</table>

Total, Section HO __________
Section SE - SERVICE ENTRANCE ASSEMBLY UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Labor &amp; Materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Materials</td>
<td>Labor &amp; Materials</td>
</tr>
</tbody>
</table>

The depth of the duct in soil measured from the top of the duct to the surface of the ground shall be in accordance with the specifications. If the service is to be placed for the entire project to a minimum depth greater than specified, the engineer will indicate the required minimum in the following space: 48" (121.92 cm). If any Section of Service Entrances is to be installed to a different depth than that specified above, the unit will be suffixed with the letter “E” followed by the actual depth in parenthesis.

Total, Section SE __________
### Section UD - UNDERGROUND CONDUIT ASSEMBLY UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Labor &amp; Materials</td>
</tr>
<tr>
<td>ID(1) 1.25P</td>
<td>6500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ID(3) 18//14 P</td>
<td>62000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ID(4) 18//14 P</td>
<td>49500</td>
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</tr>
<tr>
<td>ID(4) 18//14</td>
<td>8200</td>
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</table>

Total, Section UD

18
Section UH - UNDERGROUND HANDHOLE ASSEMBLY UNIT

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Labor &amp; Materials</td>
</tr>
<tr>
<td>UH-36x30x24</td>
<td>54</td>
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<tr>
<td>UH-24x24x24</td>
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</table>

Total, Section UH ____________
## SECTION UO - UNDERGROUND FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Labor &amp; Materials</td>
</tr>
<tr>
<td>UO12</td>
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<td>UO24</td>
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<td>UO36</td>
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<tr>
<td>UO48</td>
<td>112000</td>
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<td>UO72</td>
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<td>UO96</td>
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<tr>
<td>UO120</td>
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<tr>
<td>UO144</td>
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<td>UO168</td>
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<tr>
<td>UO288(2)</td>
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<tr>
<td>UO288(3)</td>
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<td>UO288(4)</td>
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<td>UO288(6)</td>
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<tr>
<td>UO288(7)</td>
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<tr>
<td>UO288(10)</td>
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</tr>
</tbody>
</table>

The cable to be used with the above fiber optic cable units shall be as specified below:

- X single mode fibers  
  or (check one mode)

Other characteristics as required: (Define)

1. Micro-Fiber

If checked by the Engineer, pre-connectorized cable may be used at the option of the contractor for reel and splices.

Total, Section UO
Section W - REARRANGEMENT UNITS

<table>
<thead>
<tr>
<th>Units</th>
<th>No. of Units</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>W</td>
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</tbody>
</table>

Total, Section W ____________
List of Special Assembly Unit Drawings and Special Guide Drawings

Note: Engineer will indicate by listing below the special assembly drawings and special guide drawings which have been prepared. These drawings are considered to be part of this Contract.

1. Fiber Optic Handhole Drawing (UH-F).

List of Changes, Additions and Deletions

The Bidder understands that the following changes, additions or deletions have been made in the Bidder’s Proposal, Description of Assembly Units, Construction Agreement, Engineering Details, Material and Installation Specifications, List of Construction Drawings, Assembly Unit and Guide Drawings, of the standard applicable Specification Packet(s) referred to hereof:

1. The BM2 and BM2A shall use insulated #6 wire.

2. Included as part of the 1.25 ID placement unit, locate wire shall be Copperhead #1245*-EHS-** (N= Orange)

3. 1.25 ID shall be Orange  SDR 11

4. Hand Holes shall be Quazite ID # PG2436BB30 or Engineer approved equal.

5. “Flower pot” for HH shall be NDS 208BC or Engineer approved equal.

6. All fiber splice connectors used on the project shall be LC type single mode.
<table>
<thead>
<tr>
<th>Map Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Route Map</td>
</tr>
</tbody>
</table>
# LIST OF CABLE PLANT LAYOUT MAPS

<table>
<thead>
<tr>
<th>Map Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Schematics</strong></td>
</tr>
<tr>
<td></td>
<td>(The successful Bidder will receive a full set of schematics)</td>
</tr>
</tbody>
</table>
### LIST OF CONSTRUCTION SHEETS

<table>
<thead>
<tr>
<th>Page Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-112</td>
<td>Staking Sheets</td>
</tr>
</tbody>
</table>
### TABLE B - SPECIAL ARRANGEMENT UNITS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BM21 (12)</td>
<td>19” Rack Mount Patch panel Loaded with 12 LC type connectors</td>
</tr>
<tr>
<td>BM21 (24)</td>
<td>19” Rack Mount Patch panel Loaded with 12 LC type connectors</td>
</tr>
<tr>
<td>BM21 (96)</td>
<td>19” Rack Mount Patch panel Loaded with 12 LC type connectors</td>
</tr>
<tr>
<td>BM61D</td>
<td>A unit for directional Drilling</td>
</tr>
<tr>
<td>BM99</td>
<td>All labor and material to place a 2” galvanized pipe with LB. all openings to be sealed.</td>
</tr>
<tr>
<td>BM53</td>
<td>Fiber Optic warning Marker</td>
</tr>
<tr>
<td>BMFEC (144)</td>
<td>Fiber Entrance Cabinet capable of holding 144 fusion splices</td>
</tr>
<tr>
<td>BM96 Plenum</td>
<td>96 strand plenum rated fiber for placement at the Head End location</td>
</tr>
<tr>
<td>HBFO (12)</td>
<td>Fiber splice closure capable of holding 12 fusion splices</td>
</tr>
<tr>
<td>HBFO (48)</td>
<td>Fiber splice closure capable of holding 48 fusion splices</td>
</tr>
<tr>
<td>HO-1</td>
<td>Fiber to fiber fusion splice</td>
</tr>
<tr>
<td>HO-3</td>
<td>Fiber to fiber fusion splice including a pigtail</td>
</tr>
<tr>
<td>ID(4) 18/14P</td>
<td>Multi-cell (4) inner duct placed in congested areas. Method of placement at Contractor’s discretion.</td>
</tr>
<tr>
<td>ID(4) 18/14</td>
<td>Multi-cell (4) inner duct placed in non-congested area at a depth of 24”</td>
</tr>
<tr>
<td>ID(3) 18/14P</td>
<td>Multicell (3) inner duct placed in congested areas. Method of placement at Contractor’s discretion.</td>
</tr>
<tr>
<td>ID 1.25P</td>
<td>1.25 “ SDR 11 rated Orange Inner Duct placed in congested area. Method of placement at Contractor’s discretion.</td>
</tr>
<tr>
<td>UHF-2x3x2.5</td>
<td>Quazite hand hole 3’x 2.5’x 2’ deep.</td>
</tr>
<tr>
<td>UO48</td>
<td>Place 48 strand fiber into an existing duct.</td>
</tr>
<tr>
<td>UO12</td>
<td>Place 12 strand fiber into an existing duct.</td>
</tr>
</tbody>
</table>
PROPOSAL SUMMARY

Section .................................................................................
Section .................................................................................
Section .................................................................................
Section .................................................................................
Section .................................................................................
Section .................................................................................
Section .................................................................................
Section .................................................................................
Section BM .............................................................................
Section .................................................................................
Section HBF ...........................................................................
Section .................................................................................
Section HO .............................................................................
Section .................................................................................
Section .................................................................................
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Section .................................................................................
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Section .................................................................................
Section .................................................................................
Section .................................................................................
2. The Bidder agrees to furnish and use in the construction of the Project only such materials and equipment that are included in the current "List of Materials Acceptable for Use on Telecommunications Systems of RUS Borrowers" including revisions adopted prior to the Bid Opening.

3. The Bidder understands and agrees that the bids made based on the various Assembly Units are on a unit basis and the Owner may specify any number or combination of the Assembly Units that the Owner may deem necessary for the construction of the Project.

4. The Bidder has made a careful examination of the Project Site and of the Plans, Specifications, Construction Drawings, Descriptions of Assembly Units, Construction Sheets, and the form of the Construction Agreement and Contractor's Bonds attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect work on the proposed construction.

5. The Bidder understands that the location shown on the Construction Sheets for existing Fiber Plant and other utilities is approximate, and that the restrictions on cable placement shown on the Construction Sheets may be altered in accordance with Article V, Section A.1.3, as existing underground facilities are located by the Bidder during construction.
6. The Bidder agrees, in connection with pole and stub pole units, as follows:

(a) To furnish poles and stub pole units in accordance with industry specifications and standards.

(b) That the prices for poles set forth herein include the cost of preservative treatment and inspection or insured warranty.

(c) To obtain from the Supplier copies of the inspection and treatment reports or insured warranties and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

7. No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction that is not in accordance with the Plans and Specifications. In the event the Owner requests changes to previously installed construction that is in accordance with the Plans and Specifications, the Bidder agrees it will make the changes required by the Owner for prices arrived at according to the following:

(a) For manhole units, or underground conduit units, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.

(b) For other units, the compensation for such change shall be the reasonable cost thereof, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.

8. In the event it becomes necessary to construct units not shown in the Proposal, the Bidder agrees that it will construct such units for a price arrived at according to the following:

(a) The cost of materials shall be determined by the invoices.

(b) The cost of labor shall be the reasonable cost thereof, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs for the section of the Proposal involved, and then multiplying the cost of materials for the unit in question by the ratio of the total labor costs to total material costs; provided, however, with respect to Section BM, the ratio shall be calculated for only those units for the section which are similar to the new unit for which a price is to be determined.

9. This Proposal is made pursuant to the provisions of the Instructions to Bidders attached hereto and the Bidder agrees to the terms and conditions thereof.

10. The Bidder warrants that it possesses Contractor's License No. _______________ for the State of Michigan in which the Project is located and said license expires on _______________, 20__.

11. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.
12. The Bidder agrees that in the event this Proposal is accepted, it will execute a Contract in the form attached to Owner’s Request for Proposals; and that if awarded the Contract, it will make available for use in the proposed construction:

(a) The necessary tools and equipment.

(b) Qualified superintendent and foremen.

13. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted, it will furnish a Performance Bond, and a Labor and Material Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall each be in an amount equal to one hundred percent (100%) of the Contract Sum and shall be submitted to the Owner upon execution of the Contract and prior to the start of any work. Bonds shall be written with surety carriers authorized to do business in Michigan and shall be in a form acceptable to the Owner. The Contractor shall only subcontract with Subcontractors that are trustworthy, financially able, and have a track record in successfully completing trade works of similar size and complexity.

In the event that the surety or sureties on the Contractor's Bond delivered to the Owner contemporaneously with the execution of the Contract or any bond or bonds delivered in substitution therefor or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

14. The Bidder agrees to commence with construction of the Project upon receipt of NOTICE TO PROCEED, which date shall be the "Commencement Date." The Commencement Date shall be determined by the Engineer after notice in writing from the Bidder that the Bidder has available sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than 45 calendar days after the date of approval of the Construction Contract by the Owner.

The Bidder agrees to strive diligently to obtain materials to commence and maintain construction of the Project and agrees to prosecute diligently and to complete construction of the Project in strict accordance with the Plans, Specifications, Construction Sheets, and Special Drawings within 75 calendar days (excluding Saturdays, Sundays, and legal holidays) after the Commencement Date; provided, however, upon approval of the Engineer, the Bidder will not be required to 1) dig holes, set poles, install anchors or install underground conduit if there are more than six inches (6") or 15.2 cm of frost on the ground; or 2) perform any construction on days when snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; or 3) perform any plowing for the installation of buried duct/cable on public roads or highways if there are more than two inches (2") or 5.08 cm of frost on the ground.

To the extent that time is lost due to the conditions described in this section, the time of completion set out above may be extended upon approval of the Engineer in writing provided that the Bidder makes a written request for an extension to the Owner as provided in Article II, Section I. (a) of the Construction Agreement.

15. The unit prices for Assembly Units listed in the Contractor’s Proposal include taxes that may be imposed by a taxing authority upon the sale or purchase of materials, supplies, and equipment, or
for services or labor, and are incorporated in the Project as part of the Assembly Units. The Bidder agrees to pay all required taxes and to furnish to the appropriate taxing authorities all required information and reports pertaining thereto.

16. The Bidder understands and agrees that the quantities called for in this proposal are approximate, and that the total number of units upon which payment will be made shall be as set forth in the inventory based on the as-built Construction Sheets.

If the Owner changes the quantity of any Assembly Unit specified in this Proposal by more than five percent (5%), and the materials cost to the Bidder results in an increase to the extent that Bidder would not be adequately compensated by application of the Proposal unit prices to the revised quantity of units, the unit quantities in excess of five percent (5%) shall be regarded as a change in the construction within the meaning of Article II, Section I(d) of the Construction Contract.

17. The Bidder understands and agrees that approximately zero miles (zero km) of proposed pole lines in the Project will be constructed along the same right-of-way as that occupied by existing telecommunications lines of the Owner. The Bidder will perform the work in such manner as not to cause interruption of service on such existing lines during the construction of the proposed lines of the Project occupying the same right-of-way. To accomplish this, the Bidder may “lean” or alter the position of the existing poles and make other temporary adjustments to line or service wires required so as to permit construction of the Project to proceed without interrupting service on the existing lines. The Bidder understands and agrees that the compensation for such temporary work is included in the unit price for Assembly Units in the Contractor’s Proposal required for the construction of Project lines occupying the same right-of-way as existing telecommunications lines of the Owner and that Rearrangement (W) Units will not be applicable to such temporary work.

18. The Bidder understands and agrees that approximately 22.0 miles (35.64 km) of proposed buried duct will be constructed along the same right-of-way and adjacent to existing buried telecommunications facilities. The sizes and general locations of existing buried telecommunications facilities are shown on the Maps. It will be the Bidder's responsibility to perform the work in such a manner as not to cause interruption of service on existing buried facilities during the construction of the proposed buried duct/cable. To accomplish this, the Bidder shall use MISS DIG (811) locate request services to have existing facilities marked.

19. The Bidder will furnish to the satisfaction of the Owner and prior to the commencement of buried plant construction, proof of compliance with the requirements of highway and road authorities having jurisdiction including, without limitation, the furnishing of a bond or other guaranty and approval by such authorities of the equipment, methods of construction, and repair to be used by the Bidder.

20. The Bidder will not perform any work hereunder on Saturdays, Sundays, and/or legal holidays unless there is urgent need for such work and the Owner consents thereto in writing. The time for completion specified in Paragraph 14 hereof shall not be affected in any way by consent to work on Saturdays, Sundays, and/or legal holidays.

21. It is understood and agreed to by the Bidder to this construction project that the Engineer and the Owner have no responsibility to supervise, and will not supervise the construction means, methods,
timing, scheduling, employees (other than its own), safety, first aid, emergency aid, and/or any technique in constructing this project.

BIDDER INFORMATION AND CERTIFICATION

Firm Name:

Address:

City/State/Zip Code:

Telephone Number: __________________________ Email Address: __________________________

Firm Established: __________________________ Years in Business: __________________________

Type of Organization: __________________________ State of Organization: __________________________

Contact Representative's Name: __________________________ Title: __________________________

It is agreed by the signed Bidder that the signature and submission of this proposal represents the Bidder’s acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded, the proposal shall be incorporated into the Contract between the parties.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices for the various items scheduled.

It is understood that all proposed prices shall remain in effect for a least ninety (90) days from the date of the proposal opening to allow for the award and that, if awarded, the Contract prices shall remain firm throughout the Contract period.

The Bidder affirms that he/she is duly authorized to execute this proposal; that this proposal has not been prepared in collusion with any other proposer; and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned or any employee or agent, to any competitor; and the Bidder has full authority to execute the Contract awarded as the result of, or on the basis of the proposal.

By submission of this proposal the Bidder agrees that at the time of submittal: (1) Bidder has no interest, including financial benefit, commission, finder's fee, or any other remuneration, and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services; and that (2) Bidder had no notice or knowledge of any “Conflict of Interest” that would be created by an award of Contract to Bidder. A "Conflict of Interest" shall include holding or retaining membership or employment on a board, elected office, department, division of bureau, or committee sanctioned by and/or governed by the Charter Township of West Bloomfield. Bidders shall identify any interest and the individuals involved on separate paper with the proposal; and shall understand that the Township, at its discretion, may reject Bidder’s proposal.
Signature of Authorized Company Representative:

________________________________________

Print name

________________________________________

Title

________________________________________

Date
C. CONSTRUCTION AGREEMENT

Agreement made __________, 2020, by and between Charter Township of West Bloomfield ("Owner"), a Michigan Municipal Corporation, whose address is 4550 Walnut Lake Road, West Bloomfield, MI 48323, and (Contractor) a Corporation, whose address is __________________________________________________________________________________.

Collectively, the Owner and Contractor are referred to as the Parties.

WHEREAS, the Owner desires to have certain construction work performed, and the Contractor desires to construct this work.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE I
ACCEPTANCE OF PROPOSAL

Section 1. Acceptance.

The Owner accepts the Contractor's Proposal and the Parties agree that the Assembly Units which shall be used in the construction of the Project are set forth below. The materials which shall be used in the construction of the Project and the Unit Prices set forth in the Proposal shall apply and are incorporated herein.

Assembly Units:

Sections, BM, HBF, HO, UD, UH, UO

A detailed description of the Assembly Units and required materials are set forth in the Material and Construction Specifications, Construction Drawings and Plans, and Description of Assembly Units attached and incorporated herein. The Contractor shall report any error or ambiguity discovered in the Plans and Specifications to the Engineer before starting work.

Section 2. Description of Contract.

The Contract Documents include: Notice to Bidders, Instructions to Bidders, the Contractor's Proposal dated ______________, 2020, the Construction Agreement, Engineering Construction and Inspection Details, Description of Assembly Units, Material and Construction Specifications, Construction Sheets, Special Drawings and Plans, Performance Bond, Labor and Material Bond, Proof of Insurance, and all attachments to this Agreement which are incorporated herein and together comprise the Construction Contract. The Construction Contract represents the entire and integrated
Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE II
CONSTRUCTION

Section 1. Time and Manner of Construction

The Contractor agrees to commence with construction of the Project upon receipt of NOTICE TO PROCEED, which date shall be the “Commencement Date.” The Commencement Date shall be determined by the Engineer after notice in writing from the Contractor that the Contractor has available sufficient materials to warrant commencement and continuation of construction, but in no event shall the Commencement Date be later than 45 calendar days after the date of approval of the Construction Contract by the Owner.

The Contractor agrees to strive diligently to obtain materials to commence and maintain construction of the Project and agrees to prosecute diligently and to complete construction of the Project in strict accordance with the Plans, Specifications, Construction Sheets, and Special Drawings within 75 calendar days (excluding Saturdays, Sundays, and legal holidays) after the Commencement Date; provided, however, upon approval of the Engineer, the Contractor will not be required to 1) dig holes, set poles, install anchors or install underground conduit if there are more than six inches (6”) or 15.2 cm of frost on the ground, or 2) perform any construction on days when snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; or 3) perform any plowing for the installation of buried cable/duct on public roads or highways if there are more than two inches (2”) or 5.08 cm of frost on the ground.

To the extent that time is lost due to the conditions described in this section, the time of completion set out above may be extended upon approval of the Engineer, in writing, provided that the Contractor makes a written request for an extension to the Owner as provided in Article II, Section I. (a) below:

(a) The time of Completion of Construction may be extended for the time period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor including acts of God, fires, floods, unavailable materials, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible; provided that no extension of the time for completion shall be granted unless within ten (10) days after the happening of any event relied upon by the Contractor for an extension of time, the Contractor shall have made a request for an extension in writing to the Owner; and, further, that a delay in the time of completion or in the progress of the work shall not result in any liability to the Owner.

(b) The sequence of construction shall be as set forth below, the names being the designations of central office areas corresponding to the names shown on the maps attached hereto. For each central office area, the sequence of construction shall be designated by Work Sector numbers shown on maps of the central office areas. If no sequence of construction is set forth below, the sequence shall be as determined by the Contractor, subject to the review of the Engineer.
(c) The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources; and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow the criteria relating to environmental protection as specified by State and federal authorities.

(d) The Owner, acting through the Engineer, may from time to time, during the progress of the construction of the Project, make changes, additions to, or subtractions from the Contract Plans, Specifications, Construction Sheets, Special Drawings, and/or in the sequence of construction set forth in subsection (b) above as conditions may warrant; provided that if any change will require an extension of time, a reasonable extension will be granted upon the Contractor making a written request for such change to the Owner within ten (10) days after any such change is made; and provided further that if the cost of materials to the Contractor is increased by such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and the Contractor, but no claim for additional compensation for any such change or addition will be considered unless the Contractor shall have made a written request therefor to the Owner prior to the commencement of work in connection with such change or addition.

(e) Except as otherwise agreed to by the Owner, work shall be performed without interruption to or interference with existing telecommunications service, if any.

(f) Contractor and Owner recognize that time is of the essence and that Owner will suffer damages if the Project is not completed within the time for completion as specified, and as adjusted in accordance with the Agreement. The Parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay Owner the following amount: $1,000.00 per day for each and every day that construction is delayed after giving effect to extensions of time as provided for in the Agreement.

The Owner may deduct liquidated damages as described in the paragraph above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon demand of the Owner, together with interest from the date of the demand at a rate equal to one percent (1.0%) per month.
Section 2. Supervision and Inspection.

(a) The Contractor shall cause the construction work on the Project to receive constant supervision by a competent superintendent ("Superintendent") who shall be present at the Project during working hours when construction is being carried on. The Contractor shall also employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed.

(b) The Owner reserves the right to require the removal from the Project of any employee of the Contractor if, in the judgment of the Owner, such removal is necessary in order to protect the interest of the Owner.

(c) The materials used in the construction of the Project shall be subject to the inspection, tests, and review of the Engineer and Owner. The Owner shall have the right to inspect payrolls, invoices of materials, and other data and records of the Contractor and of any subcontractor that are relevant to the construction of the Project. The Contractor shall provide reasonable facilities necessary for such inspection and tests, and shall maintain an office with telephone service at the site of the Project. The Contractor shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made.

(d) In the event that the Owner shall determine that the construction contains or may contain defects, it shall be the duty of the Contractor and the Contractor's surety or sureties to have an inspection made by an Engineer, approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.

(e) In the event that work is suspended by the Contractor due to unsuitable weather conditions, the Contractor, before resuming work, shall give the Owner or Engineer at least twenty-four (24) hours’ notice thereof in writing.

Section 3. Defective Workmanship and Materials.

(a) The acceptance of any workmanship, materials, or equipment by the Owner or Engineer shall not preclude the subsequent rejection thereof if such workmanship, materials or equipment shall be found to be defective after delivery or installation. Any workmanship, materials or equipment found to be defective before final acceptance of the construction shall be remedied or replaced as needed by and at the expense of the Contractor. Any condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense.

(b) Notwithstanding the issuance of a certificate by the Owner or Engineer, in the event it is discovered within one (1) year after completion of the Project that there is workmanship, material, or equipment that does not comply with the requirements of this Contract, the Contractor shall remedy any such defective workmanship or replace such defective materials or equipment within thirty (30) days after issuance of written Notice of Defect by the Owner. In addition to the above, cable shall have a minimum ten (10) year manufacturer’s warranty. In the event of failure by the Contractor to do so, the Owner may remedy the defective workmanship or replace the defective materials or equipment, and the Contractor shall
reimburse the Owner for all costs associated with remedying the defect. Except as otherwise agreed to by the Owner, corrective work shall be performed by the Contractor without interruption to or interference with any existing telecommunications service.

ARTICLE III
PAYMENTS AND RELEASE OF LIENS

Section 1. Contract Amount

The Contractor shall be paid on the basis of the number of Assembly Units actually installed as shown by the inventory based on the Construction Sheets. It is understood and agreed that this Contract price is: $___________.

Section 2. Partial Payments.

Owner shall make partial payments to the Contractor as provided below.

(a) The period covered by each request for partial payment shall be one (1) calendar month ending on the last day of the month. The Contractor shall submit an invoice for partial payment to the Engineer with a certification of the Construction Accomplished on the basis of completed Assembly Units, including cleanup, during the preceding calendar month for verification and payment recommendation by the Engineer. The invoice shall show the percentage of completion of each portion of the construction as of the end of the period covered by the invoice for payment.

(b) For purposes of payment, Construction Accomplished shall not include the delivery to the Project Site of cable materials for the appropriate Assembly Units; provided, however, that partial payment for such cable materials delivered to the Project Site shall be made to the Contractor to the extent that the aggregate amount of such payments shall not exceed eighty percent (80%) of the material costs as set forth in the Assembly Unit prices up to a maximum $500,000.00. The payments shall be considered due and payable when placement of the wire and cable begins. When the amount of wire and cable materials delivered to the Project Site exceed the $500,000.00 initial payment, or additional wire and cable are delivered to the Project Site subsequent to the initial payment, only after $100,000.00 or more of the wire and cable materials have been incorporated into the Project will a partial payment be made in an amount up to eighty percent (80%) of the material unit prices. Payments made on account of such material shall be subtracted from the monthly estimates of completed Assembly Units.

(c) The Owner shall issue the partial payment for the certified amount, less ten percent (10%) retainage, to the Contractor within thirty (30) days of verification and payment recommendation by the Engineer. Partial payments made shall not be deemed approval of the workmanship or materials. Upon providing notice to the Contractor, the Owner shall have the right to withhold sufficient amounts from the partial payment for unacceptable, defective, deficient, or non-conforming work (referred to as “disputed work”). The Contractor shall promptly remedy the disputed work. Owner shall promptly render payment for such disputed work after the Contractor has cured and the Owner has accepted the remedied work.

Section 3. Final Payment.
(a) Final payment constituting the entire unpaid balance of the Contract, including retainage, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract, issued a Certificate of Completion to the Engineer, and the Engineer has issued his certification for final payment.

(b) Upon completion by the Contractor of the construction of the Project, the Engineer will prepare a Final Inventory of the project showing the total number of and character of Assembly Units and, after verifying the Final Inventory with the Contractor, will certify it to the Owner, together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make final payment to the Contractor of the unpaid amount to which the Contractor shall be entitled.

(c) Owner shall be entitled to withhold amounts from the final payment to cover any incomplete work, which amounts withheld shall not be considered retainage and shall not be paid to the Contractor until the work is actually completed and accepted by the Owner.

(d) Final payment shall be made not later than ninety (90) days after the date of completion of construction of the Project as specified in the Certificate of Completion unless withheld because of the fault of the Contractor.

(e) No payment shall be due while the Contractor is in default with respect to any provision of this Contract. The Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

Section 4. Payment Issuance.

Partial and final payments by Owner shall be made by check to:

Made payable to: ________________________________
Address: ________________________________
 ________________________________

Section 5. Alternative Payment in Full by Section.

Notwithstanding the provisions above, the Contractor may, by giving written notice thereof to the Owner and recommended by the Engineer, elect to receive payment in full for any Section of the Project upon compliance with all of the following:

(a) completion of construction of such Section as certified by the Engineer and approved by the Owner;

(b) submission to the Owner of the releases of lien and required Certificate of Contractor;

(c) approval by the Owner of the Final Inventory in respect to such Section; and
(d) submission to the Owner of the consent in writing by the surety or sureties on the Contractor's Bond to payment in full for such Section prior to Completion of the Project.

Section 6. Release of Liens and Certificate of Contractor

(See Form 224, Waiver and Release of Lien; and Form 231, Certificate of Contractor attached hereto)

Upon the completion by the Contractor of the construction of the Project (or any Section thereof if the Contractor shall elect to receive payment in full for any Section when completed as provided above) but prior to payment to the Contractor of any amount in excess of ninety-five percent (95%) of the total cost of Assembly Units comprising the completed Project or such Section, the Contractor shall deliver to the Owner, in duplicate, releases of liens and of rights to claim any lien, in the form attached hereto, from each manufacturer, materialmen, and/or subcontractor furnishing services or materials for the Project, or such Section, and Certificate of Contractor, in the form attached hereto, to the effect that the labor and materials used for the Project or such Section have been paid; and that the necessary releases have been submitted to the Owner.

Section 7. Payments to Materialmen and Subcontractors.

Within five (5) days after receipt of any payment from the Owner, the Contractor shall pay each materialman and each subcontractor the amount allowed for materials furnished or construction performed by each materialman or each subcontractor.

ARTICLE IV
PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

Section 1. Protection to Persons and Property.

The Contractor shall take reasonable precautions for the safety of employees on the work site and of the public. Contractor shall comply with applicable provisions of federal, State and municipal safety laws and building and construction codes. Machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with federal, State, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

(a) The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon poles carrying energized electric power lines, except on telephone system units having clearances from the electric power system equal to or greater than required by applicable provisions of federal, State or municipal laws or regulations and the National Electrical Safety Code.

(b) The Contractor shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.

(c) The Contractor shall provide and maintain guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations, or by local conditions.
(d) The Contractor shall do the things necessary or expedient to protect properly any parallel, converging, and intersecting lines, joint line poles, highways, other utilities, and property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, other utilities or other property are damaged in the course of the construction of the Project, the Contractor shall, at its own expense, restore such damaged property immediately to as good a state as before such damage occurred.

(e) Where the construction corridor of the Project traverses cultivated land, the Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards, or property, and shall endeavor to avoid marring the lands. Fences, which are necessarily opened or moved during the construction of the Project, shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided for with respect to buried plant in the description of Assembly Units, the Contractor shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the construction corridor necessarily incidental to the construction of the Project provided that it was not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for other loss of or damage to crops, orchards, or property, whether on or off the construction corridor, and for loss of or damage to livestock caused by the construction of the Project.

(f) The Project, from the commencement of work to completion of construction, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control of the Contractor and during such period of control by the Contractor, the risks in connection with the construction of the Project, and the materials to be used therein, shall be borne by the Contractor. The Contractor shall make good and fully repair injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God, or other casualty or cause, whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner and Engineer harmless from any claims for injuries to persons or for damage to property by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.

(g) Excess earth, rock, debris, underbrush and other useless material shall be removed by the Contractor from the site of the Project or relocated (distributed) to the satisfaction of the Owner as rapidly as practicable as the work progresses.

(h) Upon a violation by the Contractor of any provision of this Section, upon receipt of written notice of violation from the Engineer or the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct the violation at the Contractor's expense; provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without prior notice to the Contractor.

(i) The Contractor shall submit to the Owner monthly reports, in duplicate, of accidents, giving such data as prescribed by OSHA.

(j) The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the
Owner of the Property, and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the Project and shall obtain the consent in writing of the Owner before proceeding in any such case.

(k) Sufficient, safe, cool drinking water and an adequate first-aid kit shall be provided on every work truck, at each building site, and at other work locations as needed. Adequate safety equipment, including rubber gloves and construction tools for the workmen shall be provided by the Contractor.

Section 2. Delivery of Possession and Control to Owner.

(a) Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project, provided the Contractor shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon delivery of possession and control of any portion of the Project to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1.(f) hereof with respect to such portion of the Project so delivered to the Owner shall be terminated; provided that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3., herein.

(b) Where the construction of a Section as defined in Article VII, Section 1. (f) shall have been completely erected and tested by the Contractor, the Owner agrees, after receipt of a written request from the Contractor, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1.(f) hereof with respect to such Section so delivered to the Owner shall be terminated; provided that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3., herein.

Section 3. Pre-cutover Testing of the Project.

(a) Prior to the Completion of Construction of the Project, the Owner, acting in accordance with plans of the Engineer, upon written notice to the Contractor, may perform operational tests of any portion or portions thereof. During the period of such tests, the portion or portions of the Project being so tested shall be considered as within the possession and control of the Owner and governed by the provisions of Section 2. of this Article. Upon written notice to the Contractor by the Owner of the completion of such tests, said portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless the Owner shall elect to continue possession and control in the manner provided in Section 2. of this Article.

(b) The Owner shall have the right to permanently place in service any portion or portions of the Project delivered to its possession and control pursuant to the provisions of Section 2. of this Article.

Section 4. Insurance, Bonds, Indemnity.
4.1. **Insurance.** The Contractor, or any of their Subcontractors, shall not commence work under this Contract until they have obtained the insurance required under this section for the Project, and shall keep such insurance in force during the entire life of this Contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage prior to start of any work:

1. **Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $5,000,000 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) exclusion. Coverage limit may be obtained by the use of primary and excess/umbrella following form liability coverage.

3. **Automobile Liability** including Michigan No-Fault Coverages with limits of liability not less than $1,000,000 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.** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The Owner; all elected and appointed officials; all employees and volunteers; and all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Owner as an additional insured, coverage afforded is considered to be primary and any other insurance the Owner may have in effect shall be considered secondary and/or excess. Endorsements provided to prove additional insured status shall also include coverage for completed operations.

5. **Owners’ and Contractor’s Protective Liability.** The Contractor shall procure and maintain during the life of this Contract a separate Owners’ and Contractor’s Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The Owner shall be “Named Insured” on said coverage.

6. **Cancellation Notice.** All policies as described above shall include an endorsement stating that is it understood and agreed that thirty (30) days’ Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the Owner; except for non-payment of premium in which case ten (10) days’ Advance Written Notice is required. Notices shall be sent to the Owner as follows: Charter Township of West Bloomfield, 4550 Walnut Lake Road, West Bloomfield, MI 48323-0130 Attention: Township Clerk and Director of Information Technologies.
7. **Proof of Insurance Coverage.** The Contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a Certificate of Insurance, as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

8. **Expiration.** If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates and endorsements to the Owner at least ten (10) days prior to the expiration date.

9. **Subcontracts.** Contractor shall require all subcontractors and sub-subcontractors and/or their agents to name as additional insureds the Owner; all elected and appointed officials; all employees and volunteers; and all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

4.2. **Bonds.** The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall each be in an amount equal to one hundred percent (100%) of the Contract Price and shall be submitted to the Owner upon execution of the Contract and prior to the start of any work. Bonds shall be written with surety carriers authorized to do business in the State of Michigan and shall be in a form acceptable to The Owner. Bonds shall list as principal both entities comprising the Contractor. The Contractor shall only subcontract with Subcontractors that are trustworthy, financially able, and have a track record in successfully completing trade works of similar size and complexity.

4.3. **Liability/Indemnification.** Contractor shall be liable for any injury or damage occurring on account of the performance of the work under this Contract, including any claims arising under the worker’s compensation laws of the State of Michigan. Contractor expressly agrees to indemnify and hold harmless the Township of West Bloomfield, its elected and appointed officials, and employees against all claims, demands, suits, losses and liabilities arising out of personal injury, bodily injury, or property damage to the extent of any negligent act, grossly negligent act, error or omission of the Contractor or anyone acting on the Contractor’s behalf, in connection with or incidental to the contract or work to be performed; except that the Contractor shall not be responsible to indemnify the Township for any losses or damages to the extent that such losses or damages are caused by or as a result of the sole negligence of the Township. The indemnification obligation shall survive the termination or expiration of this Agreement. The parties acknowledge that the Township being a public entity, the Township is immune from liability under the Governmental Liability for Negligence Act, MCL 691.1401, *et seq.*, and nothing herein shall abrogate or impair the immunity granted thereby.
Section 5. Purchase of Materials.

The Contractor shall purchase materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title, or interest therein. Materials and supplies shall become the property of the Owner when erected in place.

Section 6. Permits for Explosives.

Permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 7. Compliance with Statutes and Regulations.

The Contractor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the construction of the Project.

ARTICLE V
ENGINEERING, CONSTRUCTION, AND INSPECTION DETAILS

A. Engineering and Construction.

1. Staking of the Project.

1.1 The Engineer shall determine the locations and types of Unit Assemblies to be installed. As a part of the release for construction, the Contractor shall receive from the Engineer five (5) complete sets of Construction Sheets including reference sketches showing the location of the Assembly Units.

1.2 The Construction Sheets showing the proposed plant shall be jointly reviewed in the field by the Contractor and the Engineer prior to construction. The Contractor shall at that time propose any changes or clarifications he feels desirable. These changes, if agreed to by the Engineer, will be made at that time and so recorded on the Construction Sheets and initialed by the Engineer and Contractor.

1.3 No changes in the construction proposed as set forth on the Construction Sheets shall be made by the Contractor without the prior review of the Engineer. A representative of the Engineer will remain in the immediate vicinity of the construction activities and will be available to consider and review any changes proposed by the Contractor. The representative of the Engineer will also be available to inspect any damage to cable or wire and to approve the repair or correction of such damage in accordance with the provisions of these Specifications.

1.4 Due to the necessity of making on-the-spot corrections and changes on Construction Sheets, it will not be possible for the Engineer to issue revised Construction Sheets to the Contractor in every case. When changes are made, dated, and initialed by the Engineer on any set of the Contractor's Construction Sheets, it shall be the Contractor's responsibility to transfer these changes to the other sets of Construction Sheets being used by the Contractor for construction purposes.
2. **Drawings and Maps.**

   2.1 The maps showing the location of the central offices and the general routes and locations of the lines in the Project are listed separately hereinafter and are part of the Plans and Specifications. No deviation from these maps, except for minor rerouting and minor changes dictated by field conditions and authorized by the Engineer, shall be made.

3. **Circuit Schematics and Assignment Information.**

   3.1. The Engineer will provide the Contractor with five (5) copies of circuit schematics for each central office area at the time the Contractor is furnished Construction Sheets for the area. The circuit schematics will show the following:

      a. Cable and wire gauges and pair counts.
      b. Route designations.
      c. Housing or splice closure locations.
      d. Pair counts to be terminated, spliced, or cross-connected at each housing or splice closure.

   3.2. At a time agreed to by the Engineer and Contractor to coordinate with the Contractor's construction schedule, the Engineer shall provide the Contractor with five (5) sets of subscriber telephone number and cable pair assignment data.

4. **Buried Plant Inventory.**

   4.1. The Contractor shall provide a competent representative to work with the Engineer on the inventory and inspection of buried plant units. The wire and cable shall be inventoried immediately after the placing operation.

5. **Pre-installation Inspection of Cable.**

   5.1. The Contractor and Engineer shall jointly inspect a representative sample of cable and wire on reels prior to installation. Based on the inspection, the Engineer shall make a determination if the cable and wire are suitable for construction. Unsuitable reels of cable and wire shall be replaced by the Contractor. In the case of nonconformance of a minor nature not affecting performance of the cable, the Contractor and Owner may negotiate a basis for the use of these nonconforming cables. In such cases, the specific characteristic being waived should be noted in writing.

   5.2. The Engineer shall determine the degree of inspection and measurements necessary to make a judgment of cable and wire suitability. This judgment should be based on past experience, current circumstances, and the results of the inspection and any measurements on the cable and wire. The following inspection guidelines are suggested:
a. Make sure that cable wire are identified properly on the reel identification labels. Does it contain the proper shield, number of pairs or fibers, gauge size, etc. Bi-metallic shields can be detected by using a magnet.

b. Note any physical damage to the cable and wire. Pay special attention to cables and wires with damaged or weakened reels.

c. End caps should be securely in place on both ends of the cable and wire. For pressurized cables, check for pressure. If pressure is gone, recharge and check in 24 hours. Pressure should be maintained. Also, the reel wrap shall be retained on the reel until the cable and wire are ready to be placed.

d. Compare sequential markings with labels on reels and double check footages. Measure sequential on a spot check basis to assure correct tolerances. Note quality and clarity of sequentials.

e. On filled cable and wire carefully check for the presence of filling compound at the ends.

f. Check for uniform jacket thickness and tightness of the jacket. Note any buckling of the jacket which would indicate possible problems with the shield.

g. As the circumstances warrant, make electrical measurements on the sample lot of cable and wire to determine that the appropriate specification requirements are met. The physical inspection of the cable and past history should be used as a guide to determine (a) if any electrical measurements are warranted; or (b) what degree of electrical measurements are warranted. Examples of electrical measurements that may be necessary are mutual capacitance, capacitance unbalance pair-to-ground, pair-to-pair capacitance unbalance, loop resistance, shield continuity, 150 kHz and 772 kHz crosstalk, insertion loss, cable fill, capacitance difference on filled cables greater than 100 pairs and others. In general, extensive measurements of cable and wire are not recommended.

B. Inspections and Acceptance Tests.

1. General.

1.1. Except for the items mentioned in paragraph 1.2, the inspections and acceptance tests specified herein shall be made after the physical completion of the various types of outside plant facilities in each exchange area or work sector and shall not replace the normal supervision, inspection and tests to be made by the Contractor and the Engineer during the progress of the construction work. Unless otherwise indicated, the inspection and acceptance tests specified herein shall be performed jointly by the Contractor and the Engineer.

1.2. Buried splice closures shall be individually inspected during installation for proper encapsulation and flash tested when applicable. Cable and wire shield continuity tests shall also be conducted on each length of cable or wire containing a buried splice immediately
after installation and prior to back filling of the excavation. Tests for leakage, continuity, crosses, splits, etc., shall be made on spliced pair prior to back filling of the excavation.

2. **Inspections.**

2.1. The Contractor and the Engineer shall jointly inspect splice closures, cable terminals, distribution terminals, buried plant housings, network interface devices, service entrances, and SAI housings applicable to the plant facilities constructed pursuant to the Contract. Except where otherwise stated, these inspections shall be on a random sampling basis and the samples inspected in each instance shall consist of five percent (5%) of the specified assemblies installed in each exchange, but no fewer than ten (10) terminals, ready-access closures, housings, and network interface devices installed in each exchange. A written report giving the date, location of the plant inspected, and tabulated results of the inspections, signed by the Engineer and Contractor shall be presented to the Owner after the inspections are completed.

2.2. Where Plastic-Insulated Aerial cable or Figure 8 cable is installed, a joint inspection shall be made of the sample terminals (including ready-access closures) selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

   a. Cable pairs are terminated properly.
   b. Splices are free from reversed, transposed and split pairs.
   c. Shield of aerial cables, suspension strand and support messengers of Figure 8 cables are properly bonded and grounded, where specified, and that the bonding harnesses have been properly installed.
   d. Specified conductors have been protected and proper protectors used.
   e. Pair splicing in ready-access closures are made in accordance with pair assignment data furnished to the Contractor by the Engineer.
   f. Specifications for terminal and ready-access closure installations have been met in every respect in accordance with RUS Splicing Standard PC-2.
   g. Good workmanship in the terminal or closure installations has been performed.

2.3. Where buried duct or cable is installed, a joint inspection shall be made of the sample housings and splice closures selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

   a. Splices are free from reversed, transposed and split pairs.
   b. Pair splicing is made in accordance with pair assignment data issued to the Contractor by the Engineer.
c. Cable, wire and service entrance directional markings are as shown on the Construction Drawings and Construction Sheets.

d. Shields are properly bonded and grounded where specified.

e. Specifications for cable and wire splicing installations have been met in every respect in accordance with RUS Splicing Standard PC-2.

f. Good workmanship in the housings installations has been performed.

g. Warning, cable route, and buried splice signs, and housing letters and numbers are properly installed.

h. Buried splice closures have been installed properly and splices flash tested, when applicable. These inspections may be performed during and immediately after installation as stated in Paragraph 1.2.

i. Buried service entrances are installed properly in the housing at the premises.

2.4. A joint inspection shall be made of carrier filters installed by the Contractor to make certain that they are installed correctly (e.g., that they are installed at the main line tap junction and that voice and carrier leads are not reversed and that the filters are properly protected).

2.5. Where a cable is installed over which trunk or subscriber carrier systems will operate, inspection shall be made jointly by the Engineer and the Contractor of the entire length of cable to ensure that:

a. Shields are properly bonded and grounded when specified.

b. The specified gauge of the cable is installed in accordance with the Plans and Specifications. Any minor deviations shall be noted and corrected on the maps.

c. No loading coils have been installed on the cable pairs over which the carrier equipment will operate.

d. The carrier pairs are free of any bridged taps.

e. The housings to which the carrier repeaters are to be connected are spaced at the proper intervals. Any minor deviations shall be noted and corrected on the maps.

f. Cable pairs are free from reversed, transposed and split pairs.

g. Cable directional markings are shown on the Construction Drawings at each housing where a cable carrier repeater is to be installed.
2.6. Where network interface devices are included under this Contract, a joint inspection shall be made of the sample installations selected at random throughout the exchange by the Engineer. The inspection shall be made to ensure that:

a. Wire runs have required clearances.

b. Aerial drop wire spans have proper sags.

c. Correct wire fasteners have been used and at required intervals.

d. Wires on and in buildings have been installed in a neat and inconspicuous manner.

e. The network interface device (including its ground) has been properly located, installed, and wired and is of the proper types.

f. The proper type and gauge of ground wire is used and properly routed and specified bonding is implemented.

g. Ground rod of proper type is installed.

h. The buried service guard, when specified, has been properly installed.

i. Good workmanship has been used throughout the installation, and any damage to the premises or grounds has been adequately repaired.


3.1 Acceptance tests and measurements to be performed on the various portions of the outside plant construction pursuant to this Contract, and the party(s) who will participate in conducting the acceptance tests and measurements, shall be as checked in the schedule in Table 3.2. Tests and measurements shall be conducted by the Engineer in accordance with RUS Standard PC-4, "Acceptance Tests and Measurements of Telecommunications Plant." A written report including the tabulated results of the acceptance tests and measurements on forms similar to those included in RUS Standard PC-4 shall be signed by the Engineer and the Contractor and furnished to the Owner. The Engineer will provide the necessary equipment for the tests and measurements. Where Contractor participation is specified in Table 3.2, compensation shall be included in the appropriate cable unit.

ARTICLE VI
REMEDIES

Section 1. Termination by the Owner for Cause.

The Agreement may be terminated by Owner for cause and without prejudice to any right or remedy available to Owner under the Contract Documents, or at law, or in equity after giving the Contractor and the Surety, if any, seven (7) days' written notice. The termination shall take effect if that Contractor fails to take appropriate steps within such seven-day period to cure; or, if the default is of a nature that it cannot be cured immediately, fails to commence within seven (7) days a cure of the
cause for termination and diligently pursue it to completion; provided, however, that additional time to cure shall not exceed an additional thirty (30) days. Reasons for termination for cause include:

(a) Contractor institutes proceedings or consents to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or State law;

(b) A petition under any federal or State bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing;

(c) Contractor admits in writing its inability to pay its debts generally as they become due;

(d) Contractor makes a general assignment for the benefit of its creditors;

(e) A receiver, liquidator, trustee or assignee is appointed because of the Contractor's bankruptcy or insolvency;

(f) A receiver is appointed for all or any substantial portion of the Contractor's properties;

(g) Contractor abandons the Work;

(h) Contractor fails to promptly and diligently perform the Services, or the Work is not prosecuted diligently in accordance with the requirements of the Contract Documents, or enough properly skilled workers or proper materials are not supplied for the Work;

(i) Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is untrue in any material respect;

(j) Contractor fails to make prompt payment of amounts properly owing to Subcontractors, or otherwise breaches its obligations under any Subcontract or the Agreement;

(k) A lien is claimed against any part of the Work or the Project Site by a member of the Construction Team, other than by reason of Owner's failure to pay Contractor amounts to which it is entitled under the Agreement, and not promptly bonded or insured over by the Contractor;

(l) Contractor disregards or violates any Applicable Laws;

(m) A representation made by the Contractor in the Agreement proves untrue, or the Contractor otherwise violates any provision of the Agreement;

(n) Contractor persistently fails to comply with the requirements of the Contract Documents;

(o) Contractor is guilty of substantial breach of a provision of the Contract Documents.
Section 1.1. Owner Rights Upon Termination.

(a) When the Owner terminates the Contract for one of the reasons stated in Article VI, Section 1, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s Surety, if any, seven (7) days’ written notice, terminate service of the Contractor and may, subject to any prior rights of the Surety:

(i) Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

(ii) Accept assignment of subcontracts; and

(iii) Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

(b) When the Owner terminates the Contract for one of the reasons stated in Section 1, the Contractor shall not be entitled to receive further payment until final completion of the Work and determination of the sums due.

(c) If requested by the Owner following a termination for cause, the Contractor shall remove any part or all of its equipment, machinery and supplies from the Project Site within seven (7) days from the date of such request, and in the event of the Contractor’s failure to do so, Owner shall have the right to remove or store such equipment, machinery and supplies at the Contractor’s expense.

(d) If the unpaid balance of the Contract Price exceeds all costs to the Owner of completing the Work, including increased costs resulting from Contractor's default for the Owner's staff time, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination, but in no case shall the amount paid to the Contractor cause the Contract Price to be exceeded. If the costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference plus interest to the Owner within thirty (30) days after the Owner's demand. The costs to the Owner of completing the Work shall include (but only to the extent caused or exacerbated by the Contractor's default) the cost of any additional architectural, legal, managerial and administrative services required, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which Owner incurs or must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs and expenses Owner may incur by reason of completing the Work.

(e) If the Agreement is terminated by Owner, Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by the Contractor which Owner elects to retain and which is not otherwise included in the Contract Price. To the extent that Owner elects to take legal assignment of Subcontracts (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to above, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts, as Owner may require for the purpose of fully vesting in Owner the rights and benefits of the Contractor under such Subcontracts.
(f) If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience.

Section 2. Liquidated Damages

Contractor and Owner agree that time is of the essence and that Owner will suffer damages if the Project is not completed within the time for completion as specified, and as adjusted in accordance with the Agreement. The Parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay Owner the following amount: $1,000.00 per day for each and every day that construction is delayed after giving effect to extensions of time as provided for in the Agreement.

The Owner may deduct liquidated damages as described in the paragraph above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon demand of the Owner, together with interest from the date of the demand at a rate equal to one percent (1.0%) per month. The Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies

Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election. However, the provisions of Section 2. of this Article VI shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the Project within the time therein agreed upon.

ARTICLE VII
MISCELLANEOUS

Section 1. Definitions

(a) "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project, and said Engineer's duly authorized assistants and representatives.

(b) "Contractor's Proposal" shall mean proposal of the Contractor upon which the award of the Contract was made, including the accompanying documents as therein referred to, a copy of which is attached to and incorporated herein.

(c) "Project" shall mean the Telecommunications Fiber Ring Project described in the Plans and Specifications, Construction Sheets, and Maps.

(d) "Section" shall mean a central office area of the Project.
(e) "Completion of Construction" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and any amendments and revisions thereto except the Contractor's obligations with respect to: (i) Releases of Liens and Certificate of Contractor under Article III, Section 2; (ii) the Inventory referred to in Article III, Section 1; and (iii) other final documents. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be evidence as to the date of Completion of Construction.

(f) "Completion of the Project" or "Completion of a Section" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and any amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be evidence as to the date of Completion of the Project or Completion of a Section.

(g) "Cleanup" shall mean the work necessary to enable the Assembly Units called for on the Construction Sheets to meet specifications and to restore the terrain to an acceptable condition.

(h) "Work Sector" shall mean a localized portion of the Project for purposes of specifying sequence of construction and shall be shown on the maps.

(i) "Construction Corridor" shall mean a minimum width of one (1) rod (5.0 m) along the designated route for buried duct and cable placement, which allows passage and operation of the construction equipment. Construction Corridors that equal or exceed the minimum width will not be designated on the Construction Sheets.

(j) "Reduced Construction Corridor" shall mean widths less than the standard "Construction Corridor." The approximate width applicable to "Reduced Construction Corridor" shall be shown on the Construction Sheets.

(k) "Restricted Construction Corridor" shall mean a "Construction Corridor" or "Reduced Construction Corridor" where the location within the corridor of cable to be placed is specified due to the presence of existing telecommunications fiber plant or the facilities of other utilities, right-of-way restrictions or other factors. The nature of the restriction and the approximate location of the cable placement within the "Restricted Corridor" shall be shown on the Construction Sheets.

(l) "Unobtained Construction Corridor" shall mean a "Construction Corridor" where the right-of-way has not been obtained. Unobtained Construction Corridors shall be shown on the Construction Sheets.

(m) "Construction Sheets" shall mean staking sheets, strip maps or other sheets provided by the Engineer and designated as work sheets for construction purposes.


(a) Non-assignment. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract
shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(b) Subcontracts. The Contractor shall perform directly, and without subcontracting, not less than fifty percent (50%) of the labor required for the construction of the Project, to be calculated on the basis of that portion of the contract price constituting total labor costs of the Project. If the Contractor, with the consent of the Owner and any surety or sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Prior to the execution of a subcontract agreement, the Contractor shall make available to each proposed subcontractor copies of the Contract Documents to which the subcontractor will be bound. Work performed for the Contractor by a subcontractor shall be performed pursuant to a written subcontract which shall contain provisions that require that the portion of the Work be performed by the subcontractor to be in accordance with the requirements of the Contract Documents. No subcontractor shall commence Work on the Project until they have obtained the insurance for this Project as required under the Contract Documents and submitted proof of insurance to the Owner. Such insurance shall be maintained during the entire life of this Contract. Upon request, the Contractor shall deliver a copy of any subcontract, sub-subcontract or supply contract to the Owner.

Section 3. Equal Opportunity Clause.

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Section 4. Franchises and Right-of-Way.

The Contractor shall be under no obligation to obtain or assist in obtaining: any franchises, authorizations, permits or approvals required to be obtained by the Owner from federal, State, county, municipal, or other authorities; any right-of-way over private lands; or any agreements between the
Owner and third parties with respect to the joint use of poles, crossings, or any other matter incident to the construction and operation of the Project.

Section 5. Governing Law.

This Contract shall be governed by the laws of the State of Michigan. Any additional legal authority, restrictions or limitations applicable to the work shall be set forth in a Statement of Additional Authority and, if attached to this Contract, shall be incorporated and made a part of this Contract. Any claim arising out of or relating to this Contract or the breach thereof shall be addressed by commencement of a suit in a court of competent jurisdiction.

Section 6. Conflict of Interest/Ethics.

The Contractor agrees that it shall not offer gratuities, favors, or anything of monetary value to officers, employees, and agents of the Owner; and agrees that no employee, officer, or agent of the Owner, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ the employee, officer or agent of the Owner shall have a direct or indirect financial or other interest in the Contractor’s business, and shall not receive a direct or indirect tangible personal or financial benefit from the Contractor. A violation of this provision shall be considered a default and the Owner shall provide the Contractor with written notice to correct the default within a specified number of days of the notice. Upon receiving the notice of default, the Contractor shall correct the default within the time specified. Upon failure to do so, the Owner may terminate this Contract by written notice and finish the work through whatever method it deems appropriate. All costs incurred by the Owner to finish the work shall be a valid claim and charge against the Contractor.

Section 7. Changes/Amendment.

Any changes in the work or amendment to the provisions of this Contract must be approved by the Owner, be in writing, and shall be signed by the Owner and the Contractor.

Section 8. Waiver.

No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Section 9. Severability.

Should any provision in the Contract be found or deemed to be invalid, the Contract will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect and, to this end, the provisions of the Contract are declared to be severable.

Section 10. Successors and Assigns.

Each of the covenants and agreements herein contained shall be binding upon the successors and assigns of the parties hereto.
Section 11. Notices.

All notices to be sent regarding this Contract shall be mailed by regular U.S. mail to the following addresses:

OWNER:
Charter Township of West Bloomfield
4550 Walnut Lake Road
West Bloomfield, MI 48323
Attn:
Township Clerk and
Director of Information Technologies

CONTRACTOR:

IN WITNESS WHEREOF, the parties, by their duly authorized officers and representatives, execute this Contract on the date and year specified.

NAME OF CONTRACTOR
______________________________________________
By: ________________________________
Print Name:
 Its: ________________________________
Date: ________________________________

WITNESS AND DATE OF SIGNATURES:

CHARTER TOWNSHIP OF WEST BLOOMFIELD
______________________________________________
By: ________________________________
Steven Kaplan
 Its: Supervisor
Date: ________________________________

______________________________________________
By: ________________________________
Deborah Binder
 Its: Clerk
Date: ________________________________
WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, __________________________________________ has
(Manufacturer, Materialman, or Subcontractor)
furnished to ___________________________________________ the following:
(Contractor)
________________________________________________________ for use in the construction of a project belonging
(Type of Material and Services Furnished)
to ____________________________________________________
(Owner)

NOW, THEREFORE, the undersigned ________________________________,
(Manufacturer, Materialman, or Subcontractor)

for and in consideration of $____________________, and other good and valuable consideration, the
receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all liens, or right
to or claim of lien, on the above described project and premises, under any law, common or statutory,
on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or
for the account of said ____________________________________ for said project
(Contractor)

Given under my (our) hand(s) and seal(s) this ______ day of ________________, 2020 _____
(Manufacturer, Materialman, or Subcontractor)

By ______________________________________ Title ______________________
President, Vice President, Partner or Owner, or if signed by other than one of the foregoing, accompanied by Power of
Attorney signed by one of the foregoing in favor of the signer. (Use applicable designation)

Geotech Form 224
CERTIFICATE OF CONTRACTOR

_____________________________________________________, certifies that he/she is the
_____________________________________________________, of ________________________________
(Title of Office) (Contractor), the Contractor in a Construction Contract No. ___________________ dated ________________, 2020 entered into
between the Contractor and Charter Township of West Bloomfield, the Owner, for (Owner)
the construction of a Project, and that he/she is authorized to, and does make this certificate on behalf
of said Contractor in order to induce the Owner to make payment to the Contractor in accordance with
the provisions of said Construction Contract.

The undersigned further says that all persons who have furnished labor in connection with said
construction have been paid in full, that the names of manufacturers, materialmen, and subcontractors
that furnished material or services or both in connection with such construction, and the kind or kinds
of material or services or both so furnished are:

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and that the releases of liens executed by all such manufacturers, materialmen, and subcontractors
have been furnished to the Owner.

_________________________________________  ____________________________
Date                                           Signature

Geotech Form 231
CONTRACTOR'S BOND

1. Know all men that we, ________________________________________________________________________, as Principal, and ______________________________________________________________________, as Surety, are held and firmly bound unto Charter Township of West Bloomfield (hereinafter called the “Owner”) and unto all persons, firms and corporations who or which may furnish materials for or perform labor on a Project know as ______________________________________________________________________ and to their successors and assigns, in the penal sum of _______________________________ dollars ($___________________).

   as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns jointly and severally by these presents. Said Project is described in a certain construction contract (hereinafter called the “Construction Contract”) between the Owner and the Principal, dated __________, 2020.

2. The condition of this obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Construction Contract and any amendments thereto, whether such amendments are for additions, decreases, or changes in materials, their quantity, kind or price, labor costs, mileage, routing or any other purpose whatsoever, and whether such amendments are made with or without notice to the Surety, and shall fully indemnify and save harmless the Owner from all costs and damages which they shall suffer or incur by reason of any failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which they, or either of them shall incur in making good any such failure of performance on the part of the Principal, and shall promptly make payment to all person working on or supplying labor or materials for use in the construction of the Project contemplated in the Construction Contract and any amendments thereto, in respect of such labor or materials furnished but not so used, to the extent of the quantities estimated in the Construction Contract and any amendments thereto be required for the construction of the Project, and shall well and truly reimburse the Owner, as their respective interests may appear, for any excess in cost of construction of said Project over the cost of such construction as provided in the Construction Contract and any amendment thereto, occasioned by any default of the Principal under the Construction Contract and any amendments thereto, then this obligation shall be null and void, but otherwise shall remain in full force and effect.

3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of construction shall not exceed 20 percent of the amount of the maximum price set forth in the Construction Contract. The term “Amendment” wherever used in this bond, and whether referring to this bond, the Construction Contract or the Loan Contract shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment of any character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the Principal and the Owner in the terms, provisions, covenants and conditions of the Construction Contract. (including without limitation, the granting by the Owner to the Principal of any extension of the time for the performance of the obligations of the Principal under the Construction Contract, or the failure or refusal of the Owner to take any action, proceeding or step to enforce any remedy or exercise any right under the Construction Contract, or the taking of any action, proceeding or step by the Owner, acting in good faith upon the belief that the same is permitted by the provisions of the Construction Contract) shall not in any way release the Principal and the Surety, or either of them or their respective executors, administrators, successors or assigns, from liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any material or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendment thereto, and they, and each of them, are hereby made obligations hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.
In witness whereof, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representative this ______________ day of __________________, 2020.

_________________________________________(SEAL)  
(PRINCIPAL)

Attest:  
By ____________________________________________  
_________________________________________  
__________________________________________  
(SECRETARY)  
(ADDRESS OF SURETY’S HOME OFFICE)

By ____________________________________________  
(REIDENT AGENT OF SURETY)

Signatures: The Contractor’s Bond must be signed with the full name of the Contractor. If the Contractor is a partnership the Contractor’s Bond must be signed in the partnership name by a partner. If the Contractor is a corporation the Contractor’s Bond must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation. A typewritten copy of all such names and signatures shall be appended.

Power of Attorney: The Contractor’s Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and, in jurisdiction so requiring should be countersigned by a duly authorized resident agent of the Surety.
PERFORMANCE 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):  Charter Township of West Bloomfield
   4550 Walnut Lake Road
   West Bloomfield, MI 48323

CONTRACT
Date:
Amount:
Description (Name and Location):

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 Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:
Signature: ___________________________ (Seal)
Name and Title: ________________________

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

SURETY
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:
Signature: ___________________________ (Seal)
Name and Title: ________________________

SURETY
By: ________________________________
Signature and Title
(Attach Power of Attorney)

Attest: ______________________________

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

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

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

   3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10, below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 10 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

   3.3. Owner has agreed to pay the Balance of the Contract Price to:

       1. Surety in accordance with the terms of the Contract;

       2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

   4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

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

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor in accordance, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

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

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

       2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 10 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigate of costs and damages on the Contract, Surety is obligated without duplication for:

   6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

   6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

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

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in a State or federal Court having venue in the County of Oakland, State of Michigan and shall be instituted within two (2) years after Contractor Default or within two (2) years after Owner Default occurred. If OwnerDefault occurs first, then Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. Any right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted and provisions conforming to such statutory requirement shall be deemed incorporated in its place. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.
PAYMENT 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): Charter Township of West Bloomfield
4550 Walnut Lake Road
West Bloomfield, MI 48323

CONTRACT
Date:
Amount:
Description (Name and Location):

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 Payment 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
Signature: ___________________________ (Seal)
Surety’s Name and Corporate Seal
By: ___________________________
Signature and Title
(Attach Power of Attorney)

Attest: ___________________________
Signature and Title

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

CONTRACTOR AS PRINCIPAL
Company:
Signature: ___________________________ (Seal)
Name and Title: ___________________________

SURETY
Signature: ___________________________ (Seal)
Surety’s Name and Corporate Seal
By: ___________________________
Signature and Title
(Attach Power of Attorney)

Attest: ___________________________
Signature and Title:
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:
   4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

5. Claimants who do not have a direct contract with Contractor:
   1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim, stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and
   2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
   3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

6. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Surety or to Surety that is sufficient compliance.

7. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
   6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2. Pay or arrange for payment of any undisputed amounts.

8. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a State or federal court having venue in the County of Oakland, State of Michigan or after the expiration of one (1) year from the date on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3. 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which the labor, materials, or equipment were furnished.

15.2. Contract. The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with a prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State and Zip</td>
<td></td>
</tr>
<tr>
<td>Corporate ID # / State</td>
<td></td>
</tr>
<tr>
<td>Taxpayer ID #</td>
<td></td>
</tr>
</tbody>
</table>

(please complete in its entirety)

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to West Bloomfield Township.

Signature of Vendor’s Authorized Agent:___________________________________________________________

Printed Name of Vendor’s Authorized Agent:___________________________________________________________

Witness Signature:___________________________________________________________

Printed Name of Witness:___________________________________________________________
Table 3.2

Schedule of Acceptance Tests and Measurements

<table>
<thead>
<tr>
<th>Description of Test or Measurement</th>
<th>Test or Measurement</th>
<th>Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dist. Pairs</td>
<td>Feeder</td>
</tr>
<tr>
<td></td>
<td>Sub Loop Plant</td>
<td>Trunk Plant</td>
</tr>
<tr>
<td></td>
<td>Owner</td>
<td>Engineer</td>
</tr>
<tr>
<td>Shield Continuity</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>OTDR 1310 1550</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>OTDR 1310 1550</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Conductor Insulation Resistance</td>
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<tr>
<td>DC Loop Resistance Unbalance</td>
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<tr>
<td>VF Insertion Loss</td>
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<tr>
<td>Line Noise</td>
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</tr>
<tr>
<td>Loop Measurement (Loop Checking)</td>
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</tr>
<tr>
<td>Two-Man Structural Return Loss</td>
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<td>P</td>
</tr>
<tr>
<td>Shield Ground for Single Jacketed Cables Cable Insertion Loss at Carrier Frequencies</td>
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<td>P</td>
</tr>
<tr>
<td>C.O. Ground Measurement Shield Ground for Single</td>
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<td>P</td>
</tr>
<tr>
<td>C.O. Ground Measurement</td>
<td>P</td>
<td>P</td>
</tr>
</tbody>
</table>

Engineer to check □ optional tests to be made.

X - These are standard tests and measurements required on facilities as designated by the Engineer, constructed or installed under this Contract.
NA - Not Applicable.
* - These tests will not be required on distribution pairs not cross-connected to feeder pairs at time of acceptance testing.
P - Indicates participation in conducting acceptance tests and measurements.