BIDDING REQUIREMENTS, CONDITIONS OF THE CONTRACT AND SPECIFICATIONS FOR CHARTER TOWNSHIP OF WEST BLOOMFIELD MAPLE ROAD SAFETY PATH PART OF SEGMENT 2

MAY 2019

Prepared for

Charter Township of West Bloomfield
4550 Walnut Lake Road, P.O. Box 250130
West Bloomfield, Michigan 48325

Prepared by:

Johnson&Anderson
A DLZ Company

4494 Elizabeth Lake Road
Waterford, Michigan 48328
tel (248) 681-7800 fax (248) 681-2660

DLZ-J&A File No. 18364
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ADVERTISEMENT FOR BIDS
FOR
CHARTER TOWNSHIP OF WEST BLOOMFIELD
Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)
DLZ-J&A Project #18364

Sealed proposals will be received by the Charter Township of West Bloomfield, 4550 Walnut Lake Road, West Bloomfield, Michigan 48325, until 11:00 am on June 26, 2019 at which time, the bids from plan holders of Record will be publicly opened and read aloud and the different items noted. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. The right to accept any proposal, to reject any or all proposals, and to waive defects in the proposals is reserved by the Owner.

The project involves the removal of trees, excavation, installation of an eight-foot wide concrete safety path, slope grading, retaining wall installation, driveway approach work, and curbing between Middlebelt and Country Club Lane. Pedestrian crossing signalization and pavement striping is also proposed at the intersection of Maple Road and Country Club Lane.

This is a locally funded project for which Davis-Bacon Act requirements do not apply. Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations apply as set forth in the Contract Bid Documents. The lowest responsible Bidder will be recommended for award of this contract.

The plans and specifications are on file and may be examined on and after 12:00 P.M. on June 3, 2019 at the following locations:
1. Johnson & Anderson, a DLZ Company 4494 Elizabeth Lake Road, Waterford, MI 48328.
2. Bid Net Direct (Formerly MITN) (ELECTRONIC COPIES ONLY)

The Issuing Office is: Johnson and Anderson, a DLZ Company 4494 Elizabeth Lake Road, Waterford, MI 48328;
Tel: (248) 681-7800 / attn: L. Merrill

Copies may be obtained after 12:00 P.M., June 3, 2019 at the office of Johnson and Anderson, a DLZ Company. A non-reimbursable check payable to Johnson and Anderson, a DLZ Company in the amount of Sixty Dollars ($60.00) must be deposited for each set of documents obtained. Bid Documents may be obtained by UPS Ground delivery service for an additional fee of Fifteen Dollars ($15.00). The purchaser must supply the telephone and fax number, street address, and the name of the individual or firm whom Addenda, if any, can be directed.

Bid documents in digital format on compact disc (CD) may be obtained at the office of Johnson and Anderson. One set of CD’s will be furnished at no cost for each bidder. Additional sets of CD’s are available at a cost of $5.00 per set with no refunds for return.

A certified check or bank draft payable without condition to the Charter Township of West Bloomfield, Treasurer, or a satisfactory bid bond executed by the bidder and a surety company in an amount of five (5%) percent of the Proposal amount shall be submitted with each bid, as a guarantee of good faith and the same to be subject to the conditions stipulated in the Instructions to Bidders.

By Order of: Charter Township of West Bloomfield
4550 Walnut Lake Road, P.O. Box 250130
West Bloomfield, Michigan 48325
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ARTICLE 1 – DEFINED TERMS

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

A. Issuing Office – The office from which the Bidding Documents are to be issued. Johnson and Anderson, a DLZ Company 4494 Elizabeth Lake Rd. 48328, Michigan. The Bidding procedures are to be administered by the: Charter Township of West Bloomfield, 4550 Walnut Lake Road, P.O. Box 250130, West Bloomfield, Michigan 48325

B. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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

A. Evidence of Bidder’s authority to do business in the state where the Project is located.

B. [Other required information regarding qualifications]
   1. Bidder’s performance record with a listing of work of a similar character and proportions which it has constructed, giving the name of the owner, date built and construction cost;
   2. tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job;
   3. itemized list of the Bidder’s equipment available for use on the proposed contract;
   4. Listing of the major parts of the work which are proposed to be subcontracted
   5. Bidder’s financial statement;

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

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

3.05 Supplemental Specification and Special Provisions developed by the ENGINEER shall be part of this Contract.

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

4.01 Site and Other Areas

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Information for Bidders 00-31-00 identify:
   a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
   b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
   c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
   d. Technical Data contained in such reports and drawings

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.


B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or
unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

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

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

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

1. Bidder is directed to the General Requirement Divisions for listing of ‘Other work at the Site’ and ‘Work by Owner’.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:
A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; (3) that have been noted in Project Manual Section 00-31-00 Available Information;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

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

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

**ARTICLE 7 – BID SECURITY**

7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five [5%] percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

7.02 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

7.03 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 8 – CONTRACT TIMES**

8.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement /Bid Form.

**ARTICLE 9 – LIQUIDATED DAMAGES**

9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement. (00-52-15) (00-42-13)

**ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

**ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such
Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

11.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

ARTICLE 12 – PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

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

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

12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

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

12.04 A Bid by an individual shall show the Bidder’s name and official address.

12.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

12.06 All names shall be printed in ink below the signatures.

12.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

12.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

13.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

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

ARTICLE 14 – SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to

Project #18710
OFFICE OF THE CLERK
CHARTER TOWNSHIP OF WEST BLOOMFIELD
4550 WALNUT LAKE ROAD
WEST BLOOMFIELD, MI 48325

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

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the
date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

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

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

18.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions,
the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

18.06 Bidder is aware that the Owner’s decision to proceed with the Project is subject to Owner’s determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the Project, in which case no Bidder shall have a claim of any kind in contract, tort, or otherwise, against the Owner.

ARTICLE 19 – BONDS AND INSURANCE

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

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21- INSTRUCTION TO BIDDERS ADDENDA

21.01 Federal Wage and Labor Requirements: The Contractor (Bidder) must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts.
SUBSURFACE AND PHYSICAL CONDITION

The following reports and other related data was used in preparing the contract documents.

A. Attached: N/A

UNDERGROUND FACILITIES

The following mapping and reference data was used in preparing the Contract Documents and is available for review at the Engineer’s Office.

A. Public Facilities N/A

EXISTING HAZARDOUS MATERIAL INFORMATION

The following reports and other related data was used in preparing the contract documents.

A. Attached: N/A
Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)

DLZ-J&A Project #18364

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<th>Article</th>
<th>Page</th>
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<tbody>
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</tr>
<tr>
<td>Article 2 – Bidder’s Acknowledgements</td>
<td>1</td>
</tr>
<tr>
<td>Article 3 – Bidder’s Representations</td>
<td>1</td>
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<td>Article 4 – Bidder’s Certification</td>
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<td>Article 5 – Basis of Bid</td>
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<td>5</td>
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<td>Article 7 – Attachments to this Bid</td>
<td>5</td>
</tr>
<tr>
<td>Article 8 – Defined Terms</td>
<td>5</td>
</tr>
<tr>
<td>Article 9 – Bid Submittal</td>
<td>6</td>
</tr>
</tbody>
</table>

**DUE DATE:** MAY 22, 2019
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CHARTER TOWNSHIP OF WEST BLOOMFIELD
4550 WALNUT LAKE ROAD, P.O. BOX 250130
WEST BLOOMFIELD, MICHIGAN 48325

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum, Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; (3) that have been noted in Project Manual Section 00-31-00 Available Information. [00-31-00]

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and
observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

A. Unit Prices

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
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<tr>
<td>1500001</td>
<td>Mobilization, Max 10%</td>
<td>LSUM</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2010001</td>
<td>Clearing</td>
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<td>$</td>
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<td>4030200</td>
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<td>$_________</td>
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<td>Ea</td>
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<td>Ea</td>
<td>4</td>
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<td>8200121</td>
<td>Pushbutton and Sign</td>
<td>Ea</td>
<td>2</td>
<td>$_________</td>
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</table>
8200345  TS, Pedestrian, One Way Pedestal Mtd
(External) Countdown Ea 4 $_________ $_________

8207050  Pedestal, Alum RCOC Ea 4 $_________ $_________

Total of All Bid Prices

$______________________________________________

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

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

ARTICLE 6 – TIME OF COMPLETION

6.01  A.  Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and;

B. will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run.

6.02 LIQUIDATED DAMAGES FOR DELAY

A.  Contractor and Owner recognize that time is of the essence and that Owner will suffer damages if the Work is not completed within the times specified in Paragraphs 6.01.A and B above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual damages suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following amount.

The sums: $500 per Calendar Day beyond the times specified in Paragraphs 6.01.A and 6.01B

6.03 Bidder accepts the provisions of the Proposal as to liquidated damages for delay in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01  The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Representations and Certifications;

ARTICLE 8 – DEFINED TERMS

8.01  The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By:
[Signature]
[Printed name]

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

Attest:
[Signature]
[Printed name]

Title:

Submittal Date:

Address for giving notices:

________________________________________
________________________________________
________________________________________

Telephone Number:

Fax Number:

Contact Name and e-mail address:

________________________________________
________________________________________
BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):
CHARTER TOWNSHIP OF WEST BLOOMFIELD
4550 Walnut Lake Road, P.O. Box 250130
West Bloomfield, Michigan 48325

BID
Bid Due Date:
Description:
Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum

$ (Words) (Figures)

Five (5%) percent of Proposal Amount

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

BIDDER
Bidder’s Name and Corporate Seal
By: ______________________________
Signature
Print Name ______________________________
Title ______________________________

Attest: ______________________________
Signature ______________________________
Title ______________________________

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

Attest: ______________________________
Signature ______________________________
Title ______________________________

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder’s Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

   1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

   1.2 In no event shall Bidder’s and Surety’s obligation hereunder exceed the penal sum set forth on the face of this Bond.

   1.3 Recovery under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
00-45-39.12 DISADVANTAGED BUSINESS ENTERPRISE FORMS

Michigan Department of Environmental Quality
Office of Drinking Water and Municipal Assistance—Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET

Bidder: ________________________________

Subcontract Area of Work (one per worksheet): ________________________________

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.saan.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of Contact</th>
<th>Date of Contact</th>
<th>Price Quote Received</th>
<th>Accepted/Rejected</th>
<th>Please Explain if Rejected</th>
</tr>
</thead>
<tbody>
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</table>

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.saan.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): ________________________________
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Rev. 3-2015

Rick Snyder, Governor

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1004 PA 451, as amended.
www.michigan.gov/deq
00-45-39.13 DISADVANTAGED BUSINESS ENTERPRISE FORMS

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/Proposal No.</td>
<td>Assistance Agreement ID No. (if known)</td>
</tr>
<tr>
<td>Address</td>
<td>Email Address</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>Issuing/Funding Entity:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Item Number</th>
<th>Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies</th>
<th>Amount Received by Prime Contractor</th>
</tr>
</thead>
</table>

1 A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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<table>
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<tr>
<th>Subcontractor Signature</th>
<th>Print Name</th>
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</table>

Title  Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency’s need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (23227), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6106-2 (DBE Subcontractor Participation Form)
Non-Iran Linked Business Affidavit
To Be Executed By Bidder and Submitted with Bid

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an “Iran-linked business”, as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; (3) that in the event the Bidder is awarded a contract, the Bidder will not become and “Iran linked business” at any time during the course of performing any services under the contract; and, (4) that I and the company submitting this proposal will immediately notify the City should there be a change of status during the term of any contract with the City and will supply any further information requested by the City in this regard.

Date

Authorized Representative Signature

Bidder Name (Person, Firm, Corp.)

Representative’s Name

Address

Representative’s Title

City, State, Zip Code
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between
Charter Township of West Bloomfield
4550 Walnut Lake Road, PO Box 250130
West Bloomfield, MI 48325
(“Owner”) and

(joint last name)
(“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of new 8-foot wide concrete safety path, involving grading, ditching, curbing, pavement removal and replacement, pavement striping, pedestrian crossing signal installation and related appurtenances.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)
DLZ-J&A Project #18364

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Johnson & Anderson, a DLZ Company.

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.
4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Contractor shall pay Owner the amount set forth in Paragraph 6.02.A of the Bid Form for each day that expires after, i) the time specified in Paragraph 4.02.A until the Work is substantially completed, and/or ii) the time specified in Paragraph 4.02.B until the Work is fully completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item); as indicated in Bid Form Article 5.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $__________.

Total Of All Estimated Prices ________________________________ ($__________)
    (words)          (numerals)

C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Progress Payments

1) Payments will be made monthly in accordance with the provisions of Act 524 of the Michigan Public Acts of 1980 (MCLA 125.1561 et seq.) and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finish Work, unless otherwise stated.

2) Pursuant to Act 524, the Owner hereby designates Leigh C. Merrill, PE, as the person representing it to whom written requests for payments are to be submitted. The
Contractor hereby designates [_________________________] as the person who will submit written requests for payments to the Owner.

3) It is agreed that in the event a dispute arises over an avoidable or unacceptable delay in the performance of the Work as described in Act 524, Section 4 (3) (MCLA 125.1564 (3)) the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 to an agent designated pursuant to Section 4 (2) of said Act. The dispute resolution process herein described shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 10% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 20% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate, noted in Act 524, above.
ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; (3) that have been noted in Project Manual Section 00-31-00 Available Information.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. Maintenance and Guaranteed Bond (pages 1 to 2, inclusive).
5. General Conditions (pages 1 to 64, inclusive).
6. Supplementary Conditions (pages 1 to 5, inclusive).
   a. General pages ____ to ____ inclusive.
   b. Insured
      - General (pages 1 to 3, inclusive).
      - Insurance (pages 1 to 3, inclusive)
      - Wage Rage Requirements (pages 1 to 12, inclusive) Delete if not used in document
      - Wage Determination Schedule (pages 1 to 1, inclusive) Delete if not used in document
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
9. Addenda (numbers ____ to ____ inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor’s Bid (pages ____ to ____ inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

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

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. Contractor waives and releases any claim it may have against Owner whether in contract, tort, equity or some other legal theory, arising out of or related to any event or
circumstance arising before Owner signs this Agreement, including, but not limited to, any claim arising out of Owner’s delay in signing this Agreement.

C. Venue

All proceedings commenced by the Owner or Contractor arising out of or relating to the Contract Documents, including, but not limited to, the performance of Work, shall be submitted to Arbitration. The action shall be filed with the American Arbitration Association located in the City of Southfield, State of Michigan and shall be conducted pursuant to its rules and procedures for construction disputes.

D. Applicable Law

The laws of the State of Michigan shall govern the interpretation and enforcement of this Agreement.

E. Survival of Obligations

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _________________, ______ (which is the Effective Date of the Agreement).

OWNER: CHARTER TOWNSHIP OF WEST BLOOMFIELD

__________________________

By: ________________________ By: ________________________

Title: ________________________ Title: ________________________

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

Attest: ________________________ Attest: ________________________

Title: ________________________ Title: ________________________

Address for giving notices:

__________________________

__________________________

__________________________

__________________________
**Notice of Award**

Date: __________________

---

**Project:** Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)

**Owner:** Charter Township of West Bloomfield

**Contract:**

**Bidder:**

**Bidder’s Address:** [send Notice of Award Certified Mail, Return Receipt Requested]

---

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

The Contract Price of your Contract is ___________ Dollars ($_______).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security [Bonds] [00 -61-13, 14 & 19 ?] as specified in the Instructions to Bidders (Article 20), (Article 7.0), and Supplementary Conditions (Section 00-73-16).

3. Other conditions precedent:

   ____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

---

Owner

By: __________________________________________

Authorized Signature

Title

Copy to Engineer
Project: Maple Road Safety Path – Part of Segment 2 (Middlebelt to Country Club Ln.)

Owner: Charter Township of West Bloomfield

Contract: [Contractor]

Contractor’s Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on __________. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is __________, and the date of readiness for final payment is __________ [(or) the number of days to achieve Substantial Completion is __________, and the number of days to achieve readiness for final payment is __________].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

______________________________ [add other requirements].

________________________________________  Owner

Given by:________________________________

Authorized Signature

________________________________________  Title

________________________________________  Date

Copy to Engineer
PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER:
Charter Township of West Bloomfield
4550 Walnut Lake Road
P.O. Box 250130
West Bloomfield, Michigan 48325

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description (name and location):

BOND
Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

(seal)
Contractor’s Name and Corporate Seal

By: ________________________________
Signature

Print Name
Title
Attest:
Signature

SURETY

(seal)
Surety’s Name and Corporate Seal

By: ________________________________
Signature (attach power of attorney)

Print Name
Title
Attest:
Signature

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:
PAYMENT BOND

CONTRACTOR (name and address):  

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

OWNER:
Charter Township of West Bloomfield
4550 Walnut Lake Road
P.O. Box 250130
West Bloomfield, Michigan 48325

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description (name and location):

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

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

CONTRACTOR AS PRINCIPAL

Contractor’s Name and Corporate Seal (seal)

By: ____________________________
Signature

Print Name
Title

Attest: ____________________________
Signature

Title

SURETY

Surety’s Name and Corporate Seal (seal)

By: ____________________________
Signature (attach power of attorney)

Print Name
Title

Attest: ____________________________
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

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

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

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or
(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:
MAINTENANCE & GUARANTEE BOND

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

CONTRACTOR (Name and Address):  

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

OWNER:
Charter Township of West Bloomfield
4550 Walnut Lake Road
P.O. Box 250130
West Bloomfield, Michigan 48325

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

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

SURETY

Company:
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

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

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

OR

its

legal representatives, or successors, or on the surety at

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner’s Representative (engineer or other party)
### Certificate of Substantial Completion

**Project:** Maple Road Safety Path – Part of Segment 2
(Middlebelt to Country Club Ln.)

**Owner:** Charter Township of West Bloomfield

**Contractor:**

**Owner's Contract No.:**

**Date of Contract:**

**Engineer's Project No.:** 18364

---

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
- The following specified portions:

---

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities
- Not Amended

**Owner's Amended Responsibilities:**

**Contractor's Amended Responsibilities:**

---

The following documents are attached to and made part of this Certificate:

---

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

**Executed by Engineer**

**Accepted by Contractor**

**Accepted by Owner**

---

EJCDC C-625

Prepared by the Engineers’ Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

WB/DLZ-J&A Project #18364

5/30/2019
Contractor’s Sworn Statement

TO:        DLZ-J&A PROJECT NO: 18364
Charter Township of West Bloomfield
4550 Walnut Lake Road
P.O. Box 250130
West Bloomfield, Michigan  48325

PROJECT: Maple Road Safety Path
Part of Segment 2 (Middlebelt to Country Club Ln.)

County of Oakland
State of Michigan

The undersigned, pursuant to Article 15 of the General Conditions, art. 15.06A3, hereby certifies, except as listed below, that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible have been paid or otherwise satisfied.

EXCEPTIONS:

SUBCONTRACTORS AND SUPPLIERS OF MATERIAL AND EQUIPMENT (If none, write "None")

Name   Trade   Amount due or to become due for work and material furnished to date hereof.

LABOR (If every laborer has been paid in full, write "Every labor has been paid in full". If not, then give each unpaid laborer's name and the amount due or to become due)

Name   Hours   Amount due or to become due for labor furnished to date hereof.

CONTRACTOR:________________________________________
ADDRESS:   _______________________________________
BY:   ____________________________________________
TITLE:   __________________________________________

Subscribed and sworn before me, this _____ day of __________, 20__.
________________________________________, Notary Public, _____________ County, Michigan.
My commission expires _____________________________.

END OF SECTION
Consent of Surety Company

PROJECT:

TO (OWNER)
CHARTER TOWNSHIP OF WEST BLOOMFIELD
4550 WALNUT LAKE ROAD
P.O. BOX 250130
WEST BLOOMFIELD, MI 48325

PROJECT NO: 18364

CONTRACT FOR:
Maple Road Safety Path – Part of Segment 2
(Middlebelt to Country Club Ln.)

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the [here insert name and address of Surety Company]

SURETY COMPANY,

on bond of [here insert name and address of Contractor]

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to [here insert name and address of Owner]

OWNER,

as set forth in the said Surety Company’s bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _________ day of _____________________

________________________
Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title
# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. **Agreement**—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Bid**—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. **Bidder**—An individual or entity that submits a Bid to Owner.

6. **Bidding Documents**—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. **Claim**—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer
has declined to address. A demand for money or services by a third party is not a Claim.

11. **Constituent of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. **Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.

14. **Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. **Contractor**—The individual or entity with which Owner has contracted for performance of the Work.

17. **Cost of the Work**—See Paragraph 13.01 for definition.

18. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.

20. **Engineer**—The individual or entity named as such in the Agreement.

21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. **Notice of Award**—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

27. **Notice to Proceed**—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

30. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. **Project Manual**—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

33. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.

35. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

36. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.

43. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. **Unit Price Work**—Work to be paid for on the basis of unit prices.

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

## 1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. **Intent of Certain Terms or Adjectives**:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. **Day**:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. **Defective**:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   a. does not conform to the Contract Documents; or
   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
   c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. **Furnish, Install, Perform, Provide**:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. Evidence of Owner’s Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

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

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and
3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

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

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

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

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

3.03 Reporting and Resolving Discrepancies
A. Reporting Discrepancies:
   1. Contractor’s Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,
error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

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

4.02 Starting the Work

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

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions; [00-73-10]
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

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

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part.
by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. **Removal of Debris During Performance of the Work**: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. **Cleaning**: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. **Loading of Structures**: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 **Subsurface and Physical Conditions**

A. **Reports and Drawings**: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. **Reliance by Contractor on Technical Data Authorized**: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. Engineer’s Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner’s obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

C. Owner’s Statement to Contractor Regarding Site Condition: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
c. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such commitment; or
   c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the subsurface or physical condition in question.

5.05 \textit{Underground Facilities}

A. \textit{Contractor’s Responsibilities}: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
   1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
   2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
      a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
      b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
      c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
      d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. \textit{Notice by Contractor}: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after
becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. Engineer’s Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Owner’s Statement to Contractor Regarding Underground Facility: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations in whole or in part.

E. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   c. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times; and

   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.
5.06 **Hazardous Environmental Conditions at Site**

A. **Reports and Drawings**: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. *Technical Data contained in such reports and drawings.*

B. **Reliance by Contractor on Technical Data Authorized**: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

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

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions...

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is
maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner and other individuals and entities in the Contract.
4. Foreign voluntary worker compensation (if applicable).

B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. Commercial General Liability—Form and Content: Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 01 and CG 20 37 01 (together), or CG 20 10 07 and CG 20 37 07 (together), or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. Contractor’s pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result
of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion. [00-73-16]

G. **Additional insureds:** The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. **Contractor’s professional liability insurance:** If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. **General provisions:** The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
6.04 **Owner’s Liability Insurance – supplementary conditions - [00 73 16]**

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner’s option may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

6.05 **Property Insurance- supplementary conditions - [00 73 16]**

A. **Builder’s Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

8. allow for the waiver of the insurer’s subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. Deductibles: The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide notice of such occupancy or use to the builder’s risk insurer. The builder’s risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder’s risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor’s expense.

F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder’s risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner’s property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

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

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder’s risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the
policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and
guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 “Or Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      3) it has a proven record of performance and availability of responsive service; and
      4) it is not objectionable to Owner.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and
      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. Contractor’s Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.

C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
D. Effect of Engineer’s Determination: Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

   a. shall certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design,

      2) be similar in substance to that specified, and

      3) be suited to the same use as that specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from that specified, and
2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. **Engineer’s Evaluation and Determination**: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer’s determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. **Special Guarantee**: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

D. **Reimbursement of Engineer’s Cost**: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. **Contractor’s Expense**: Contractor shall provide all data in support of any proposed substitute at Contractor’s expense.

F. **Effect of Engineer’s Determination**: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer’s denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 **Concerning Subcontractors, Suppliers, and Others**

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor’s Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner’s requirement of replacement.
E. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

F. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions.

G. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

H. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

I. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

J. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

K. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

L. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in...
the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor’s Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 Taxes

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

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor’s responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor’s Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on
the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor’s safety program with which Owner’s and Engineer’s employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone
employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor’s duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor’s duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

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

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

A. Shop Drawing and Sample Submittal Requirements:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated the Shop Drawing or Samples with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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

1. **Shop Drawings**:
   a. Contractor shall submit the number of copies required in the Specifications.
   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. **Samples**:
   a. Contractor shall submit the number of Samples required in the Specifications.
   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. **Other Submittals**: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. **Engineer’s Review**:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer’s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer’s review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer’s receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer’s charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer’s charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor’s General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.
C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

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

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer’s officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer’s review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer’s review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others’ work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work: General Requirements 01-10-00

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner’s employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor’s entitlement to an adjustment of the
Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

ARTICLE 9 – OWNER’S RESPONSIBILITIES

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

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

9.03 Furnish Data
   A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due
   A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
9.05 Lands and Easements; Reports, Tests, and Drawings
A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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

9.07 Change Orders
A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals
A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

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

9.10 Undisclosed Hazardous Environmental Condition
A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

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

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

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative
A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.
10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

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

10.04 Rejecting Defective Work

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

10.05 Shop Drawings, Change Orders and Payments

A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.08 Limitations on Engineer’s Authority and Responsibilities

A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer’s review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

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

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must
be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. **Work Change Directives:** A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 **Owner- Authorized Changes in the Work**

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

11.03 **Unauthorized Changes in the Work**

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

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

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. Contractor’s Fee: When applicable, the Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor’s fee shall be 15 percent;

   b. for costs incurred under Paragraph 13.01.B.3, the Contractor’s fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor’s fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and
f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

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

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

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. Engineer’s Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer’s inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. Binding Decision: Engineer’s decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
11.07 **Execution of Change Orders**

A. Owner and Contractor shall execute appropriate Change Orders covering:

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

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 **Notification to Surety**

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

**ARTICLE 12 – CLAIMS**

12.01 **Claims**

A. **Claims Process:** The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer’s decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of
Contractor’s knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.

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

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

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

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

13.01 Cost of the Work

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

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined
on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor’s Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 11.04.C.

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

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer’s written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual
conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. **Within 30 days of Engineer’s written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:**

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

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

14.01 **Access to Work**

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

14.02 **Tests, Inspections, and Approvals**

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor’s expense unless Contractor had given Engineer timely notice of Contractor’s intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor’s Obligation: It is Contractor’s obligation to assure that the Work is not defective.

B. Engineer’s Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer’s confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner’s
evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at Contractor’s expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor’s full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
C. **Review of Applications:**

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer’s observations of the executed Work as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer’s knowledge, information and belief:
   a. the Work has progressed to the point indicated;
   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
   c. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:
   a. to supervise, direct, or control the Work, or
   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
   c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or
   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer’s opinion to protect Owner from loss because:
   a. the Work is defective, requiring correction or replacement;
   b. the Contract Price has been reduced by Change Orders;
   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   d. is a Hazardous Environmental Condition for which Contractor is responsible; or
   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due: [00-73-10]

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
   a. claims have been made against Owner on account of Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
   c. Contractor has failed to provide and maintain required bonds or insurance;
   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
   f. the Work is defective, requiring correction or replacement;
   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   h. the Contract Price has been reduced by Change Orders;
   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
j. liquidated damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

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

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. [00-73-10]

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner’s objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver
to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

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

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents;
   b. consent of the surety, if any, to final payment;
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
   d. a list of all disputes that Contractor believes are unsettled; and
   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer’s Review of Application and Acceptance:

1. If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in
Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor’s continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

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

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not
limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

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

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor’s repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take
possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then
Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

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

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

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

18.05 No Waiver
A. All representations, indemnifications, warranties, and guarantees made in, required by, or
given in accordance with the Contract, as well as all continuing obligations indicated in the
Contract, will survive final payment, completion, and acceptance of the Work or
termination or completion of the Contract or termination of the services of Contractor.

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

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

18.08 Headings
A. Article and paragraph headings are inserted for convenience only and do not constitute
parts of these General Conditions.
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC 1.01 Defined Terms
Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Controlling Operation—The operation that, if delayed at the time of consideration, would delay the completion of the entire project. The controlling operation will be identified approved progress schedule developed by the Contractor.

General Requirements—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

A. “owner” – an individual, entity, not party to this Contract, owning and/or operating a physical structure/system.

ARTICLE 2 - PRELIMINARY MATTERS

SC2.01B Delete paragraph C in its entirety. “evidence – Owner’s Insurance”

SC 2.05 Add to the last sentence of paragraph A.

....Engineer “ and approved by Owner.”

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05C Add the following language at the end of subparagraph 4.05C2

a. If, during a calendar month, the Contractor is prevented from working on the Controlling Operation because of abnormal weather conditions in excess of the five-day, five (5) year average of local NOAA Weather Service data for the respective period;

b. the Contractor may request an extension of time. Workdays will be converted to Calendar days by a multiplier of 1.4.

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

SC-5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.
SC – 5.05C Add following new sub paragraph 5.05 C.1

1. For the purposes of this Paragraph 5.05.B, “reasonable accuracy” shall mean that the actual location of the underground utility is within 18 inches of the outer edge of the Underground Facility shown on the Plans or marked in the field.

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.
B. Not Used.

SC-5.06F. Add the following sentence to Paragraph 5.06.F.

1. “Contractor may be required to résumé Work if the Hazardous Environmental Condition was created by the Contractor or any one for whom Contractor is responsible.”

SC-5.06L. Add a new Paragraph 5.06.L.

For purpose of this section, Contractor is responsible for all persons on the Site or performing Work that are not agents, employees or separate contractors of the Owner or Engineer.”

ARTICLE 6 - BONDS AND INSURANCE .....SUPPLEMENTARY CONDITIONS- Insurance 00-73-16

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02B Delete 3rd sentence and add the following new subparagraphs.

1. Allowable work hours will be controlled by Local Ordinance: ‘section 15-141;(d)(1)

Constructions Noises. The creation of noise which is audible beyond the property line of the property from which it is emanating, resulting from the erection (including excavation), demolition, alteration or repair of any building, and the excavation of streets and highways between 7:00 a.m. and 7:00 p.m., Monday through Friday and between 10:00 a.m. and 7:00 p.m. on Saturdays and Sundays. A deviation from such limitation may be authorized if a permit is obtained in advance from the township supervisor, or the supervisor’s designee, upon a showing that the noise will not result in an unreasonable disturbance of any occupants of residential property.

2. Allowable work hours for specific items of Work will be further limited as noted in “Permits” detailed in General Requirements, Section 01 41 00.

SC-7.06A Add the following new subparagraph immediately after Paragraph 7.06.A.

1. The Contractor shall perform, with its own organization, contract Work amounting to not less than 40 percent of the total cost, except that any items designated in the contract as “Specialty Items” may be performed by subcontract and the cost of any such Specialty Items so performed may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization.
SC-7.08A  Following subparagraph A.1

1. Major Permits are listed in the “General Requirements” Division [01 41 26 Regulatory Requirements]

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.01B - Add the following new sub paragraph immediately after Paragraph 8.01A.

B1. Other work that may be performed at the Site:
are further described in the General Requirements; 01-14-16 Work restrictions

ARTICLE 12– CLAIMS

SC12.01 Delete Paragraph 12.01 D in its entirety and insert the following;

D. Meet to Confer and Negotiate
1. Engineer’s action under Paragraph 11.06A.2 of General Conditions shall become final and binding 30 days after receipt of written notice of Engineer’s action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.
2. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
3. If the negotiations contemplated by Paragraph SC-12.01D2 are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC-12.01D.2 shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.

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

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

   c. Construction Equipment and Machinery:

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

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the ["Rental Rate Blue Book for Construction Equipment" by Equipment watch.]. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or
machinery with a value of less than $1,000 will be considered small tools.

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

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
   1. If the extended price of a particular item of Unit Price Work amounts to five (5) percent of more of the Contract Price (based on estimated quantities at time of contract formation) and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty five (25) percent from the estimated quantity of such item indicated in the Agreement; and
   2. If there is no corresponding adjustment with respect to any other item of Work; and
   3. If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15  PAYMENTS TO CONTRACTOR AND COMPLETION

SC 15.01D.  amend the first sentence to read as follows:

1. Thirty 30 days ten days after presentation...... paid by Owner to Contractor.

SC 15.03.B  Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17  DISPUTE RESOLUTION

SC-17.01B  Delete Paragraph 17.01B in its entirety and insert the following.

SC-17.02  Arbitration final resolution under this Article will be decided by arbitration in accordance with the rules of the American Arbitration Association.

A. All matters shall be in accordance with rules for ‘Construction Disputes of the American Arbitration Association, Southfield, Michigan, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforçable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in paragraph SC12.01.D, the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall
any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.
SUPPLEMENTARY CONDITIONS Insurance Requirements

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

ARTICLE 2- PRELIMINARY MATTERS

SC 2.01 Delivery of Bonds and Evidence of Insurance

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

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

SC 2.01C Delete Paragraph 2.01 C. in its entirety

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 C.1 Products and Completed Operation

F. Contractor’s Pollution Liability Insurance

Delete “three years” with one year

SC 6.03A Workers’ Compensation

Delete sub paragraphs “3” and “4”

SC 6.03J Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages, under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

   State: ____________________________                            Statutory
   Federal, if applicable (e.g., Longshoreman’s): ____________________________ Statutory
Employer’s Liability:
- Bodily injury, each accident $500,000
- Bodily injury by disease, each employee $500,000
- Bodily injury/disease aggregate $500,000

2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
   - General Aggregate $2,000,000
   - Products - Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence (Bodily Injury and Property Damage) $1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
   - Bodily Injury:
     - Each person $500,000
     - Each accident $1,000,000
   - Property Damage:
     - Combined Single Limit of $1,000,000

4. Excess or Umbrella Liability:
   - Per Occurrence $2,000,000
   - General Aggregate $2,000,000

5. Contractor’s Pollution Liability:
   - Each Occurrence $1,000,000
   - General Aggregate $2,000,000

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: to be included on the commercial general liability, automobile liability, umbrella or excess, and pollution liability policies as additional insureds:
   - Owner,
   - Johnson and Anderson, a DLZ Company,
   - other Consultants
SC-6.04 Owner’s Liability Insurance

SC- 6.04A Delete paragraph 6.04A and insert the following in its place.

A. In addition to the insurance required to be provided by Contractor under paragraph 6.03, the Contractor shall purchase and maintain at his expense Owner’s Protective Liability insurance as will protect Owner, its officers, agents and employees, against claims which may arise from operations under the Contract Documents.

$1,000,000 Per Occurrence
$2,000,000 Aggregate

1. Said insurance is to provide coverage for the contingent liability of the Owner for personal injury and property damage arising out of the Work performed by the Contractor and all Sub-Contractors (including sub-subcontractors), including loss due to perils of explosion, collapse and underground hazards.

2. The following individuals or entities are “additional insured’s to be included on insurance noted in Paragraph 6.04 Owner’s Liability Insurance.
   Owner,
   Johnson and Anderson,
   other Consultants

SC 6.05 Property Insurance

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

A. Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or “all risk” policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor’s installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.
MAPLE ROAD SAFETY PATH  
PART OF SEGMENT 2 (MIDDLEBELT TO COUNTRY CLUB LN.)

ADDENDUM NO. 1 . . . June 17, 2019

THIS IS AN ADDENDUM

TO PROSPECTIVE BIDDERS AND OTHERS CONCERNED:

This addendum amends or supplements the Procurement Section, Drawings and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

I. PROCUREMENT

II. DRAWINGS
   A. The final set of Bid Plans have been added to the Construction Documents on Bid Net Direct (formerly MITN).

III. CONTRACT DOCUMENTS
   A. The final set of Specifications have been added to the Construction Documents on Bid Net Direct (formerly MITN).

Prospective bidders shall attach this Addendum page to their proposal and shall sign the Addendum and submit same with bid and shall enter Addendum Number and date on the Bid Form. Failure to include signed Addendum with bid proposal shall be cause for rejection of bid.

______________________________
(Bidder)

By: ___________________________

Date: _________________________

Title: _________________________
GENERAL REQUIREMENTS INDEX  Section 01 00 01

01 10 00  SUMMARY
01 10 00  Summary of Work  13-Work Covered; 16-Work by Owner
01 14 00  Work Restrictions  13-Access to Site; 19-Easements
01 18 00  Project Utility Sources  14-Utility Sources

01 20 00  PRICE AND PAYMENT PROCEDURES
01 21 00  Allowances  16-Permits; 19-Testing
01 22 00  Unit Prices  13-Method of Measurement; 17-MDOT
01 25 00  Substitutions
01 26 00  Contract Modifications
01 29 00  Payment Procedures  73-Payment Subdivisions; 76-Payment Procedures

01 30 00  ADMINISTRATIVE REQUIREMENTS
01 31 00  Project Management and Coordination  13-Project Coordination; 19-Meetings
01 32 00  Construction Progress Documentation  16-Schedules; 17-Proposed Product List;
12-Survey and Layout Data; 33-Photographic Documentations; 36- Audio Visual Documentation
01 33 00  Submittal Procedures
01 33 02  Specified Submittals
01 35 00  Special  40-Environmental Procedure

01 40 00  QUALITY REQUIREMENTS
01 41 00  Regulatory Requirements  26-Permits; 27-Transportation Right-of-Way Permits
01 43 00  Quality Assurance  10-Contractor Control
01 44 00  Field Inspection
01 45 00  Quality Control  10-Procedures; 23-Testing and Inspection Services

01 50 00  TEMPORARY FACILITIES AND CONTROLS
01 52 00  Construction Facilities  10-Sanitary Facilities
01 55 00  Vehicular Access & Traffic  13-Local Traffic Access; 16-Haul Routes; 26-Traffic Controls
01 56 00  Temporary Barriers & Enclosures  16-Dust Control; 23-Barricades
01 57 00  Temporary Controls  13-Temporary Erosion and Sedimentation Control;
23-Temporary Storm Water control

01 70 00  EXECUTION AND CLOSEOUT REQUIREMENTS
01 71 00  Examination and Preparation  13-Mobilization;
01 74 00  Cleaning & Waste Management  13-Progress Cleaning; 17-Site Maintenance;
19-Construction Waste Management and Disposal; 23-Final Cleaning
01 77 00  Closeout Procedures  13-Substantial Completion; 16-Final Completion
01 78 00  Closeout Submittals  13-Completion Closeout Documents; 23-Operation and Maintenance Data;
36-Warranties and Bonds; 39-Project Record Documents
01 11 00  SUMMARY OF WORK  01 11 00

01 11 13  WORK COVERED BY CONTRACT DOCUMENTS:  01 11 13

A.  Descriptions:
1.  The project includes the removal of existing sidewalk ramps in the S and NE quadrants of the intersection, and the construction of new ADA compliant ramps in all four (4) quadrants, extended shared-use path in the SW quadrant, upgraded signalization for both pedestrian and vehicular traffic, and miscellaneous appurtenances.

B.  Coordination:
1.  Project Coordination: The Contractor shall be responsible for coordinating the Work of the entire Project.
2.  Construct Work in accordance with the construction schedules specified under Section 01-33-00 Submittals, as approved by the Owner and Engineer.

01 11 16  WORK BY OWNER:  01 11 16

The Work shall proceed in a manner to cause minimum disruption to the Owner’s operation and the Public.

A.  The Owner will not be performing work at the site.

01 14 00  WORK RESTRICTIONS  01 14 00

01 14 13  ACCESS TO SITE  01 14 13

In his operations, the Contractor shall interfere as little as possible with traffic, and in all cases shall confine his operations to the minimum space possible. Stockpiling of construction material and equipment will be permitted as necessary; but in no case shall traveled ways, driveways, or entrances be obstructed.

Contractor shall be responsible for his staging areas. Leasing/renting of areas and the restoration of surface areas shall be his responsibility. Costs related for leasing/renting and restoration shall be incidental to the Work.

SEASONAL LIMITATIONS

Work causing the removal and replacement of asphalt (HMA) roadway surfaces shall not occur when the specified materials are not produced, normally late fall and winter.

01 14 19  USE OF SITE  01 14 19

A.  EASEMENTS

The necessary rights-of-way and easements for construction across or under private properties have been, or will be obtained by the Owner. In carrying out the work within private rights-of-way and easements, the Contractor shall take due and proper precautions against any injury to adjacent properties and structures and shall comply with the conditions outlined in the easement, and/or right-of-way, agreements included in the contract.

B.  PUBLIC R.O.W. PERMITS

The Contractor shall obtain permits to construct within public rights-of-way and the Contractor shall also furnish any bonds and insurance which may be required. 01-41-00
All work in connection with public and/or private utilities required in the execution of the contract shall be the responsibility of the Contractor.

Public Utilities shall include, but shall not necessarily be limited to: storm drainage facilities, sewerage systems, and water (supply, transmission and/or distribution) systems, and other utilities under the jurisdiction of a governmental unit.

Private Utilities shall include, but shall not necessarily be limited to: all utilities under the jurisdiction of the Michigan Public Service Commission.

The location of existing public and/or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present. The Contractor shall, in any event, protect or have relocated, all utilities that might interfere with construction.

In the event existing utilities are encountered along the line of the work, the Contractor shall perform his operations in such a manner that utility services will not be interrupted and shall, at his own expense, make all temporary provisions to maintain such utility service.

Any work on public utilities, such as removal and replacement thereof (including chlorination and pressure testing of water mains) shall be done only with the agency or department in charge of the utility being fully informed 48 hours in advance of the work and having an inspector on the site during the work. Opening and/or closing of gate valves shall be performed by the local water department.

Whenever, in the opinion of the Engineer, utilities need not be removed or relocated, but can be maintained or secured without interfering with the proper execution of the work, such maintenance shall be performed by the Contractor or shall be arranged for by the Contractor with the utilities concerned. The work shall be accomplished at the Contractor’s expense in such a manner as to secure the safety of the utility involved and the work under construction.

If the Contractor neglects to restore or repair damaged or injured public or private utilities or structures, the Owner may, upon recommendation by the Engineer and upon 48 hours written notice to the Contractor, proceed to restore or make good such damage or injury and deduct the cost thereof from any monies that are, or may become, due the Contractor for the work under this contract.

All costs in connection with the above work, including inspection by the municipality and/or other authority (public or private) having jurisdiction, shall be considered as incidental to the contract price except as otherwise provided herein.

UTILITY PROTECTION

The Contractor shall submit notice of the date and time when he intends to begin work in an area, 72 hours/three (3) working days in advance of construction, to the owner(s) of those private utilities located in the area of the proposed construction. The Contractor shall also, at such time, request that the actual location of existing private utilities be confirmed by the owner(s) thereof.

Determining the existence and location of underground and overhead utilities and their protection shall be the responsibility of the Contractor.
The Contractor shall call MISS DIG. 1-800-482-7171. also; Contractor shall call 811 for 'National Pipeline Mapping.

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<thead>
<tr>
<th>UTILITY SOURCES</th>
<th>01 18 14</th>
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<tr>
<td><strong>PUBLIC UTILITIES:</strong></td>
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<tr>
<td>Detroit Edison:</td>
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<tr>
<td>Northwest Service</td>
<td>248-427-2200; IGS Group; 313-235-5632</td>
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<tr>
<td>Monroe:</td>
<td>C. Schassberger (734) 397-4043</td>
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<tr>
<td>Port Huron:</td>
<td>Gail Heilig (586-412-4716)</td>
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<tr>
<td>Carleton:</td>
<td>734-[newberg]</td>
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<tr>
<td>Pontiac:</td>
<td>Tom Tassen (248) 427-2924</td>
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<tr>
<td>Consumers Energy:</td>
<td></td>
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<tr>
<td>Pontiac;</td>
<td>Mike Jablonski (248) 858-44085</td>
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<td>Macomb:</td>
<td>586-307 3276</td>
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<td>Semco Energy:</td>
<td></td>
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<tr>
<td>Mark Sturtz</td>
<td>800-476-1441 ext. 5084</td>
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<tr>
<td>Phil Lenn</td>
<td>800-476-1441x2814</td>
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<tr>
<td>AT&amp;T:</td>
<td></td>
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<tr>
<td>Pontiac:</td>
<td>L. Zdan 248-456-0821</td>
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<tr>
<td>Port Huron:</td>
<td>Glen Sowinski (810-984-7018)</td>
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<tr>
<td>Michigan Gas Utilities:</td>
<td></td>
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<tr>
<td>Monroe:</td>
<td>734 457 6125 – R. McCormick</td>
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<tr>
<td>Michcon- Distribution:</td>
<td>313-577-7470</td>
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<tr>
<td>- Transmission:</td>
<td>248-249-4336; 6856-0966</td>
</tr>
<tr>
<td>Comcast Cable Television:</td>
<td></td>
</tr>
<tr>
<td>James Stitzel</td>
<td>(586) 883-7253</td>
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<tr>
<td>ITC Transmission Company</td>
<td>(248) 946-3000</td>
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<tr>
<td>(Southeast Michigan)</td>
<td></td>
</tr>
<tr>
<td>Michigan Electric Transmission Company</td>
<td>(248) 946-3000</td>
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<tr>
<td>(Western Michigan)</td>
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</table>
01 21 00  ALLOWANCES  01 21 00

01 21 16  PERMIT ALLOWANCES  01 21 16
This section includes requirements for processing and handling specific Agency Permit services.

A. General:
Include in the Contract Sum all allowances stated in the Contract Documents. Designate in the construction schedules the delivery dates for Products specified under each allowance.

1. Related requirements include:
   a. Specific Specification. 01 41 26
   b. Submittal Procedures Section 01 33 00.

2. Specific Allowances for this project are as follows:
   a. Road Commission for County: $ 4,500
      1) Total Allowance of $ 4,500 appears as Item No. 01.01 in the Basis of Proposal (Section 00410, Article 5).

B. Definition:
1. Allowance for Services:
   a. The amount of each allowance includes:
      1) The cost of the services to the Contractor.
   b. The Contractor’s costs for processing and paying approved service provides invoices that are incidental to the Contract.

C. Selection of Allowances:
1. The Engineer shall consult with the Contractor in consideration of Services.
2. The Contractor shall notify the Engineer of:
   a. Any reasonable objection Contractor may have against any supplier or party under consideration for installation.
   b. Any affect of the Construction Schedule anticipated by selections under consideration.

D. Administration:
1. Adjustment of costs:
   a. Should the net costs be more or less than the specified amount of the allowances, the Contract Sum will be adjusted accordingly by Change Order.
   b. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

01 22 00  UNIT PRICE  01 22 00

01 22 13  METHOD OF MEASUREMENT  01 22 13

A. General
Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures unless otherwise noted.

Quantities of materials furnished and of work performed under the contract will be determined by methods of measurement and computations that are generally recognized as conforming to good engineering practice.

1. Aggregates furnished and measured by weight will paid including an allowance for moisture of up to six [6%] percent moisture. Where aggregate field tests indicate moisture content is greater than 6%, a payment adjustment shall be made. The excess weight above 6% moisture shall be deducted from the scale weights.
2. Inplace cubic yard (ICY) shall be the volume based on field survey data and the “average end area” methods.
3. Truck cubic yard (TCY) shall be the volume of each specific truckbed by design. Based on the full volume of each truckbed level with the top rail.
   a. Each truck removing material from the site shall:
      1) _____ mark designation
      2) _____ Owner
      3) _____ Bed volume struck
4. Tons: (2,000 pounds) as recorded on weight scales having a “Department of Agriculture” certificate valid for one year at the time of weighing. Payment for this Work shall be made on the basis of weight tickets noting project, contractor, time, date, gross, tare and net weights.

All items of work for this contract will be measured in units as indicated on the Proposal and as noted herein. CF, cubic feet; CYD, cubic yard; EA, each; LS., lump sum; LF., linear feet; SYD, square yard; SF., square feet; T, Ton (2000 lb.); AC, acre 43560 sf; ICY, in-place cubic yard; TCY, truck cubic yard.

01 22 17

UNIT PRICE PAY ITEMS

Payment for unit price items shall follow the Michigan Department of Transportation – “2003 Standard Specifications for Construction” reference pay units design items 200nnnn through 830nnnn.

Payment shall be for labor, material, equipment and all necessary resources required to complete the work described in the Contract/Agreement.

01 25 00

SUBSTITUTIONS

This section includes requirements for processing and handling specific substitution items listed in the proposal.

A. General
1. Substitution described in this Section are part of the Work only if issued by change order.
2. The cost or credit for each is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

B. Definition:
1. Substitution: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

C. Selection:
1. After award of the Contract, the Engineer may request submittal of Documentation of specific Substitution item.

D. Submittals:
1. Substitution Request Form: Use CSI Form 13.1A. (Attached)
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Certificates and qualification data, where applicable or requested.
   f. List of similar installations for completed projects with project names, addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
   i. Detailed comparison of Contractor’s construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
   j. Cost information, including a proposal of change, if any, in the Contract Sum.
   k. Contractor’s certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
I. Contractor’s waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
## SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

<table>
<thead>
<tr>
<th>Project:</th>
<th>Substitution Request Number:</th>
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</thead>
<tbody>
<tr>
<td>To:</td>
<td>From:</td>
</tr>
<tr>
<td>Re:</td>
<td>Date:</td>
</tr>
<tr>
<td>A/E Project Number:</td>
<td>Contract For:</td>
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</table>

### Specification Title:

| Section: | Page: | Description: | Article/Paragraph: |

### Proposed Substitution:

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Trade Name:</td>
<td>Model No.:</td>
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<tr>
<td>Installer:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

### History:

- [ ] New product
- [ ] 1-4 years old
- [ ] 5-10 years old
- [ ] More than 10 years old

Differences between proposed substitution and specified product:

- [ ] Point-by-point comparative data attached — REQUIRED BY A/E

### Reason for not providing specified item:

### Similar Installation:

<table>
<thead>
<tr>
<th>Project:</th>
<th>Architect:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Owner:</td>
</tr>
<tr>
<td></td>
<td>Date Installed:</td>
</tr>
</tbody>
</table>

Proposed substitution affects other parts of Work: [ ] No [ ] Yes; explain:

### Savings to Owner for accepting substitution:

($)  

Proposed substitution changes Contract Time: [ ] No [ ] Yes [Add] [Deduct]  days.

### Supporting Data Attached:

- [ ] Drawings
- [ ] Product Data
- [ ] Samples
- [ ] Tests
- [ ] Reports

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Form Version: June 2004
SUBSTITUTION REQUEST
(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:
• Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
• Same warranty will be furnished for proposed substitution as for specified product.
• Same maintenance service and source of replacement parts, as applicable, is available.
• Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
• Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
• Proposed substitution does not affect dimensions and functional clearances.
• Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
• Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: ___________________________
Signed by: ___________________________
Firm: __________________________________
Address: _______________________________
Telephone: _____________________________
Attachments: □

A/E’s REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: ___________________________
Date: ___________________________

Additional Comments: ☐ Contractor  ☐ Subcontractor  ☐ Supplier  ☐ Manufacturer  ☐ A/E
☐ Other:

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Page ______ of ______  Form Version: June 2004
DLZ-J&A Project #18364
01 20 00 - 5
5/30/2019
1.01 SUMMARY

A. This Section includes forms/documents to be used for modifying/changing this Contract.
   1. Forms shall be used by the Contractor or Engineer as needed.
   2. Form for transmittal of shop drawings/reports, etc. are provided in Section 01-29-76.
   3. Pay Application Forms are included in Section 01-26-29.

1.02 REFERENCES

A. Definitions:

   RFI: Request for Interpretation (01-26-13)
   Initiated by Contractor and processed by the Engineer.

   FO: Field Order (01-26-39)
   Initiated by Engineer for Contractor’s immediate action (variance from contact, future actions, impacting this project)

   Bulletin: Proposal Request (01-26-53)
   Initiated by Engineer requesting new/additional pricing for an anticipated/changing of the Contract Work

   CO: Change Order (01-26-63) a and b.
   This document changes the Contract/Agreement Amount. All other forms can be supporting documents especially FO and Bulletins. Form 01-26-63 b (Final Compensating) is used for unit price projects where added units are adjusted to final field measurements.

   SMS: Stored Material.
A. Payment application shall be supported by Work subdivisions:
   1. Unit prices as noted in the proposal/agreement or
   2. Schedule of Values. Shall be a subdivision of cost of Work, listed in the Proposal, and/or the further subdividing of the proposal cost by technical specifications categories; agreed between the Contractor and the Engineer.

B. Payment Application shall be submitted on the “Contractor’s Application for Payment” form EJCDC-C-620. The Application shall list the ‘Unit Prices’ or ‘Schedule of Values’. The sum of the extended ‘unit prices’ or the schedule of values shall equal the agreed “Contract Prices” (00520).

C. Other Attachments to the “Contractors Application for Payment” shall be as listed:
   1. Noted in the Supplementary Conditions art. SC-6.00 ‘Contractors Responsibilities’
   2. Required by Funding Agencies.

Contractual Payment and Retainage Procedure are further delineated.

00 55 00 – Agreement, article (retainage)
00 72 13 – General Conditions, Article 14
00 73 16 – Supplementary Conditions: SC 14.02c (time)
Contractor’s Application for Payment No.

Application
Period

To (Owner):
Owner's Contract No.:

From (Contractor):
Contractor's Project No.:

Appendant Project No.:

Application For Payment
Change Order Summary

Approved Change Orders
Number
Additions

Change Order

Contractor’s Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
1. All previous payments received from Owner on account of Work done under the Contract have been applied in accordance with Construction's legitimate obligations incurred in connection with Work covered by prior Application for Payment.
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise held or covered by this Application for Payment, will pass to Owner at time of payment and unless otherwise stated, to Contractor and Owner's benefit the Work will be delivered to Owner in the condition agreed upon. All materials, equipment, job materials, equipment, or equipment purchased or manufactured, except those delivered by the Seller under Contract Documents, and any other equipment, are the property of Contractor and Owner
3. All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor's Signature
By:
Date:

1. ORIGINAL CONTRACT PRICE .......................................................... $
2. Net change by Change Orders .......................................................... $
3. Current Contract Price (Line 1 + 2) .................................................. $
4. TOTAL COMPLETED AND STORED TO DATE
   (Column F total on Progress Estimates) ........................................ $
5. RETAINAGE:
   a. x Work Completed .......................................................... $
   b. x Stored Material ........................................................... $
   c. Total Retainage (Line 5a + Line 5b) ........................................ $
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ......................... $
7. LESS PREVIOUS PAYMENTS (Line 6 less prior Application) ........ $
8. AMOUNT DUE THIS APPLICATION ........................................... $
9. BALANCE TO FINISH, PLUS RETAINAGE
   (Column G total on Progress Estimates - Line 5x above) ............... $

Payment of: $ .......................................................... (Line 5 or other - attach explanation of the other amount)

is recommended by: (Engineer) (Date)

Payment of: $ .......................................................... (Line 5 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: Funding or Financing Entry (if applicable) (Date)
<table>
<thead>
<tr>
<th>Specification Section No.</th>
<th>Description</th>
<th>A</th>
<th>B</th>
<th>C</th>
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**Total**
## Progress Estimate - Unit Price Work

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Quantity</th>
<th>Unit Price</th>
<th>Total Value of Item ($)</th>
<th>Contractor Information</th>
<th>Estimated Quantity Installed</th>
<th>Value of Work Installed to Date</th>
<th>Materials Provided (Not for C)</th>
<th>Total Completed and Stated to Date (D - E)</th>
<th>% (F/B)</th>
<th>Balance to Finish (B - F)</th>
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| Totals |  |  |  |  |  |  |  |  |  |  |  |

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DLZ-J&A Project #18364

05/30/2019
01 31 00  PROJECT MANAGEMENT AND COORDINATION  01 31 00

01 31 13  PROJECT COORDINATION  01 31 12

1. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
   a. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance and for repairs.
   b. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

2. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

3. Inside all buildings except as otherwise indicated, pipes, ducts, and wiring may be surface mounted. Coordinate locations of fixtures and outlets with finish elements.

4. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.

01 31 19  MEETINGS  01 31 19

A. Pre-Construction Meeting: Owner/Engineer are responsible for initiating this meeting.
   1. Engineer will schedule a meeting after Notice of Award.
   2. Attendance Required: Owner, Engineer and Contractor.
   3. Agenda:
      a. Execution of Owner-Contractor Agreement.
      b. Distribution of Contract Documents.
      c. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
      d. Designation of personnel representing the parties in Contract and the Engineer.
      e. Third Party interests; Drain Commission; Road commission; MDOT
      f. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
      g. Scheduling.
      h. Owner’s requirements.
      i. Construction facilities and controls provided by Owner.
      j. Survey and construction layout.
      k. Security and housekeeping procedures.
      l. Procedures for testing.
      m. Procedures for maintaining record documents.
      n. Requirements for start-up of equipment.
      o. Inspection and acceptance of equipment put into service during construction period.
   4. Engineer will record minutes and distribute copies within five days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

B. Progress Meetings: Engineer/Owner are responsible for initiating Progress Meetings:
   1. Schedule and administer meetings throughout progress of the Work at monthly intervals. At request of Owner or Engineer, interval may be increased to bi-monthly.
   2. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
   3. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Owner, and/or Engineer, as appropriate to agenda topics for each meeting.
   4. Agenda:
      a. Review minutes of previous meetings.
      b. Review of Work progress.
      c. Field observations, problems, and decisions.
      d. Identification of problems which impede planned progress.
e. Review of submittals schedule and status of submittals.
f. Review of off-site fabrication and delivery schedules.
g. Maintenance of progress schedule and schedule changes.
h. Corrective measures to regain projected schedules.
i. Planned progress during succeeding work period.
j. Coordination of projected progress.
k. Maintenance of quality and work standards.
l. Effect of proposed changes on progress schedule and coordination.
m. Conflicts with adjacent construction contracts.
n. Other business relating to Work.
o. Status of Federal requirements

5. Record minutes and distribute copies within five days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

C. Pre-Installation Equipment Meeting: Contractor is responsible for initiating Equipment pre-installation meetings.
1. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section. [Delete this paragraph C. for water, pave/sewer projects]
2. Require attendance of parties directly affecting, or affected by, work of the specific section.
3. Notify Engineer four days in advance of meeting date.
4. Prepare agenda and preside at meeting:
   a. Review conditions of installation, preparation and installation procedures.
   b. Review coordination with related work.

01 32 00    CONSTRUCTION PROGRESS DOCUMENTATION    01 32 00

01 32 16    CONSTRUCTION PROGRESS SCHEDULE    01 32 16

A. Prepare a “Bar Chart Schedule” with separate lines for each major portion of the Work operation as Work area identifying the first work day of each week.
1. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
2. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

B. Submit Progress Schedule:
1. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
2. Submit revised schedules with each Application for Payment, identifying changes since previous version.

01 32 17    PROPOSED PRODUCT LIST    01 32 17

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

01 32 21    SURVEY AND LAYOUT DATA    01 32 21

A. The Engineer will provide base control points and benchmark staking. Additionally the Engineer will stake the location of specific structure and alignment points.
1. Utilities:
   a. Water pipeline: Gate Wells, hydrants.
   b. Sewers: Manholes, culverts.
   c. Force Main: Vertical and horizontal variances at deflection locations, and AVR well locations.
2. Pavement/Sidewalk:
   a. Back of curb/edge of metal at 50 feet intervals.
   b. Sidewalk/pathway radius and deflection points.
3. All other intermediate points/locations [invert, subbase, base course, pavement, easement limits] shall be
the responsibility of the Contractor.

4. Contractor shall provide scaffolds, batter boards, straight edges, templates and other devices necessary to expedite laying the work.

B. The Contractor shall carefully compare all elevations given on the drawings with the information shown on the construction survey stakes and shall call the Owner’s attention to any discrepancies before proceeding with the work. When stakes are to be set, the Owner and Engineer must each be given 48 hours notice that stakes will be required.

1. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and also shall be responsible for delays and errors caused by their unnecessary loss or disturbance.

2. When re-staking is requested the Contractor will be notified in writing and will be charged for the crew time involved.

01 32 33 PHOTOGRAPHIC DOCUMENTATION 01 32 33

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.

2. Post construction photographs.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.

2. Digital Images: Upon completion of Project submit a complete set of digital image electronic files as a Project Record Document on CD or DVD. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

3. Identification: Provide the following information with each image description in file metadata tag:
   a. Name of Project, Project #, sub area.
   b. Date photograph was taken.
   c. Photo location, address.

4. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

C. Construction Photo:

1. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
   a. Maintain key plan with each set of construction photographs that identifies each photographic location.

2. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
   a. Date and Time: Include date and time in file name for each image.

3. Preconstruction Photographs: Before commencement of demolition, and starting each area of construction, take color photographs of site and surrounding properties.
   1. Flag excavation areas and construction limits before taking construction photographs.
   2. Take photographs in sufficient quantities and views to show existing conditions adjacent to property before starting the Work.

3. Take photographs of existing buildings to remain on property to accurately record physical conditions at start of construction.

4. Final Completion Construction Photographs: Take color photographs in sufficient quantities and views after date of Substantial Completion for submission as Project Record Documents.
   a. Do not include date stamp on final completion construction photographs.

01 32 36 AUDIO-VIDEO DOCUMENTATION 01 32 36

1.01 SUMMARY

A. This Section lists procedure equipment and submittals to document the surface features within the proposed construction zone of influence. The color photography shall take place on site:

1. Pre-construction Documentation prior to the placement of equipment and materials on the job site.

B. Related Requirements:
1.02 REFERENCES

A. Definitions:
   1. Construction Zone of Influence:
      a. The area within the permanent and temporary easements and the areas adjacent to these areas which may be affected by routine construction operations.
      b. Road R.O.W. plus twenty feet beyond the R.O.W. line.
      c. As directed by the Owner/Engineer.
   2. Surface features shall include but not be limited to all visible roadways, pavements, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, buildings, landscaping, trees, shrubbery and fences. Of particular concern shall be the existence of any faults, fractures, and or defects.

1.03 ADMINISTRATIVE

A. Scheduling: Contractor shall notify the Owner/Engineer prior to audio-video documentation.
   1. Scheduling shall determine:
      a. Special areas of documentation.
      b. Use of plan stationing vs. GPS.
      c. Alternate methods of video location.

1.04 SUBMITTALS

A. Audio-Video Data:
   1. Submit three (3) sets of DVD discs and “run sheet” logs. Distribute to Owner, Engineer/Inspector and Contractor.
   B. Submit one (1) “Audio-Video Viewer” to the Engineer/Inspector.

1.05 QUALITY ASSURANCE

A. The supplier/subcontractor shall have five (5) years experience as a known skilled firm providing color audio-video documentation.
B. High quality color camcorders with ¼”, 1/3”, or ½” charged coupled device imaging systems must be used. Camera must have optical stabilization, electronic stabilization is not acceptable. Camera must be capable of 20x minimum optical magnification. Camera must be capable of producing NTSC 525 lines resolution√ 60 fields / 30 frames per second, and have minimum illumination capabilities of at least 3-lux.
C. Video must be mastered on high quality formats only. High quality master formats acceptable are DVD. Where video links are necessary Y/C (S-V) connections are to be used.

1.06 SITE CONDITIONS

A. All video taping shall be done during times of good visibility. No video taping shall be done when more than 10% of the ground is covered with snow, unless otherwise authorized by Owner/Engineer.
B. Documentation shall occur prior to the placement of equipment and/or materials on the project site.
C. The following table classifies typical areas and sets the maximum average rates of travel in those areas:

<table>
<thead>
<tr>
<th>AREA TYPE</th>
<th>TYPICALLY CHARACTERIZED BY</th>
<th>AVG. FEET/MIN.</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Density</td>
<td>Hard surface streets, curbs, drives &amp; sidewalks</td>
<td>48</td>
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<td></td>
<td>50 ft. lots; very few empty lots</td>
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<tr>
<td>Medium Density</td>
<td>Gravel roads, hard and soft surface drives</td>
<td>60</td>
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<td></td>
<td>No sidewalks, culverts and headwalls, 100’ lots</td>
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<td>Few empty lots</td>
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</table>
2.01 AUDIO-VIDEO DOCUMENTATION

A. Audio-Video Documentation shall be in DVD format media.
1. Disc shall be labeled with appropriate project information and shall be able to be cross-referenced with run sheets. Information on labels shall include disc number, Project title, Project location, date, particular set (if multiple copies), and a quick reference list of tape contents.
2. Have a corresponding and simultaneously recorded audio track containing the commentary of the camera operator. The commentary shall assist in the maintenance of viewer orientation, identification of surface features, and objective description of the points of interest being shown on the video portion of the recording.
3. Display
   a. Time and date of recording.
   b. Location of recording i.e. street name, and address or engineering stationing

B. Audio-Video Viewer
1. Furnish one Audio-Video Viewer.
2. Viewer shall be a 7-inch display with 3 hour rechargeable battery, AV jack and car adapter.

3.00 AUDIO-VIDEO DOCUMENTATION

A. Vehicle Coverage:
1. Where conventional wheeled vehicles are used, camera is to be mounted securely to produce steady viewing. Camera lens is to be a minimum of 8 feet from ground of viewing area, or at a level to facilitate best perspective and line of sight.
2. Vehicles used while performing documentation must be plainly marked with Company name and phone number. Caution signs, flags and strobes may be utilized on vehicle as necessary.

3.01 DOCUMENTATION

A. Panning and zoom rates shall be electronically or manually controlled to provide clear viewing on playback.
B. Location:
   1. Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system can be located by reference. In all instances, location shall be identified by audio or visual means at intervals not to exceed 100 lineal feet.
   2. The engineering stationing must be continuous and accurate and reflect the stationing within the field of view. The engineering stationing must coincide with stationing on project plans and utilize standard engineering symbols i.e. 5+00. Global Positioning Satellites may be used with or in place of engineering stationing as directed by engineer.
   3. Condition of visible surface street/structures should also be described.
payrolls, reports, estimates, records and other data as the Owner may request, concerning work
performed or to be performed under this contract.
3. The Engineer’s approval of information, supplied by the Contractor, shall in no way release the Contractor
from his responsibility for the proper installation and performance of any material, equipment or
arrangement, or from his liability to replace same should it prove defective.

B. Related Requirements:
1. General Requirement Sections:
   a. Meeting Minutes 01 31 00
   b. Schedules/Lists 01 32 16, and 17
   c. Audio-Visual 01 32 33
   d. Project Closure
2. Technical Specifications

1.02 PREPARATION OF SUBMITTALS BY CONTRACTOR

A. Review submittal items for legibility, conformance to the Contract Documents, coordination between work items,
and completeness according to submittal requirements of each specification section; certify review by signing
transmittal form; and list the Contractor’s comments.
B. The transmittal form, attached herein, shall identify submittals, and provide information required in Contractor’s
portion of form, including:
   1. Date of submittal.
   2. Project Name, Contract No., and Location.
   4. Contractor’s name, address, and contact person.
   5. Items within submittal, numbered in sequence.
   7. Manufacturer/Designer/Supplier.
   8. Special Instructions (when response is needed, if there is a deviation, etc.).
   9. Signature certifying that the Contractor has reviewed the submittal.
C. Cross-reference actual items in submittal by labeling them clearly by item number listed in transmittal, and provide
them in the sequence listed.
D. Provide three (3) print copies (hard copy) of submittals to the Engineer.
   1. If the Contractor anticipates review will require markup and return of the actual submittal, rather than a
      separate comment sheet to be returned, then he shall provide an additional copy for mark up and return
to the Contractor.
   2. A legible electronic copy may be accepted to initiate review, if followed by hard copy.
E. Electronic submittals shall follow the procedures as noted above and the documents shall be made in one of the
standard formats: DXF, DWG, or PDF. Reviewed submittals will be returned in PDF format for the Contractor’s
printing and distribution.

1.03 REVIEW BY ENGINEER

A. Upon receipt, Engineer will log in submittals and review for conformance with the design intent.
   1. The Engineer will return submittal review forms and comments via e-mail and mail. Review of items
      noted critical by the Contractor will be expedited.
   2. The Engineer will log out submittal upon e-mailing comments to the Contractor, and will further distribute
      submittal and comments to the Engineer’s and Contractor’s organization as required for orderly
      progression of the project. Submittal contents with Engineer review will be returned within 10 working
days from date of received.
B. Review is for general conformance with design concept for the project and general compliance with the
information given in the Contract Documents. Review action are listed below.
   1. Approved: Fabrication and installation may proceed.
   2. Approved as Noted: The Contractor shall make the changes noted, and then may proceed with
      fabrication or installation.
   3. Revise and Resubmit: The Contractor shall make the changes noted, and resubmit for an additional
4. **Rejected – See Remarks:** The Contractor shall make the changes noted, which may involve a complete new product submittal, and resubmit for an additional review cycle.

### 1.04 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor remains responsible for dimensions, job site correlation, fabrication processes, construction methods, and coordination of installation work, as well as manufacturers’ testing and operational requirements.

B. Contractor shall promptly distribute submittal review actions and comments to its suppliers, and otherwise as required for orderly progression of the job, and shall modify or replace products to comply with comments.

C. Products fabricated or installed before receiving Review (Article 1.03) shall be modified or replaced at the Contractor’s expense, to conform with the design intent, as directed by the Engineer.

### 1.05 RESUBMISSION

A. Items receiving a Review (Article 1.03) do not require resubmission, unless the original product becomes unavailable, or changes in the project make the original product incompatible.

B. The Contractor shall repeat the submittal process for items receiving Review [Article 1.03] [Rejected – See Remarks]. The original submittal number shall be used with a letter code suffix appended in ascending order for each resubmission of the item.

C. The Contractor shall relate item numbers in resubmissions to prior submittals of that series. For example, if original submittal No. 1 items 1, 4, and 6 require resubmission, they should be provided as [re]submittal No. 1A, items 1, 4, and 6.

D. The resubmission coding systems described above are designed to expedite review processes and simplify filing and retrieval for the Project Manager, the Engineer, the Contractor, and the On-Site Representative. When additional cross-referencing is required for the sake of clarity, the Contractor shall provide explanatory notes.

### 01 33 02 SPECIFIED SUBMITTALS 01 33 02

When specified in the Technical Specification sections, submit the following to the Engineer for project records.

A. **Design Data**

B. **Test Reports**

C. **Manufacturers Instructions:**
   1. Submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
   2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

D. **Manufacturers Field Reports:**
   1. Submit report within 30 days of observation to Architect/Engineer for information.
   2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

E. **Certificates:**
   1. Submit certification by the manufacturer, installation/application Subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
   2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
## TRANSMITTAL FOR ACCEPTANCE OF SHOP AND VENDOR DRAWINGS

**01 33 03**

<table>
<thead>
<tr>
<th>Date</th>
<th>Project Name and Contract No.</th>
<th>Location</th>
<th>Submittal No.</th>
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**Submittal Type:** HC – Hard Copy □ or Electronic □

**To:** Johnson & Anderson, Inc.
4494 Elizabeth Lake Road
Waterford, MI 48328

**From:**

**Attn:** , P.E.

**Contractor/Vendor Job No.**

**No. Copies** | **Item No.** | **Description** (Name, Type, Size, Capacity Use) | **Spec. Sect. No.** | **Manufacturer/Designer** | **J&A Action Code** | **Review** |
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**Special Instructions by Contractor/Vendor**

Johnson & Anderson Comments

**Checked by Contractor for Project Conformance:**

**Signed:**/Title:

**Acceptance Action Code:**

1. Approved
2. Approved as noted. ■ Installation shall proceed only when acceptance code is #1 or #2.
3. Revised and resubmit.
4. Rejected – see remarks. ■ Acceptance coded 3 or 4 shall be resubmitted unless otherwise noted.

**Date Returned by Johnson & Anderson, Inc.**

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of constructions; and for coordination of the work of all trades.

**IN-HOUSE SHOP DRAWING AND VENDOR DRAWING REVIEW**

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<thead>
<tr>
<th>Seq.</th>
<th>Discipline</th>
<th>Individual</th>
<th>Initial</th>
<th>Date</th>
<th>Comments</th>
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<td>Project Manager</td>
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<td>Review Period ___________ days</td>
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<td>Structural/Arch.</td>
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<td>Electrical/Instr.</td>
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<td>Mechanical</td>
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<td>Process</td>
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</table>
A. This Section includes requirements and procedures if contaminated soil and/or Hazardous Materials are encountered.

B. Related Requirements: Construction Waste Management 01-74-00

C. Contaminated Soil and Debris: Contractor encountering any contaminated soil or buried debris during excavation or grounds maintenance must immediately notify the Owner and Engineer. These materials may not be moved/removed until approved by the Owner.
A. This Section includes requirements and procedures for local permits and related fees.
B. Related Requirements: Work Area Section 01-14-00.
C. Permit Responsibility – Owner:
   1. The Owner has filed application for the following permits. The Contractor shall obtain the permits: fees, post bond and provide insurance.
      a. Road Commission for Oakland County

A. Road Commission for Oakland County [engineer delete if work is not in their ROW]
   Permit No. __________ will be issued. Permit __________ pages is attached [will be issued by addendum]
   1. Note Fee and Bond requirements.
A. This Section includes requirements and procedures for Quality Assurance activities for the project.

B. Related Requirements:
   1. Submittals Section 01-33-00.

C. Administration:
   1. Contractor Control of Installation:
      a. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
      b. Comply with manufacturers’ instructions, including each step in sequence. Should manufacturers’ instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
      c. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
      d. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
      e. Perform Work by persons qualified to produce required and specified quality.
   2. Schedule field list/observations with notification to the Engineer.
I. Contractor Proposal Determination:

Each bidder shall enter, as the "Estimated Quantity" of inspection (when called for in the Proposal), the number of “Crew Days” he will require for completion of the project. This number shall then be multiplied by the unit price noted, and the extension entered as the item price for this work. The basis of computing crew days shall be as follows:

- x Through 4 hours – ½ crew day
- x Over 4 hours through 6 hours – ¾ crew day
- x Over 6 hours through 8 hours – 1 crew day
- Over 8 hours – ¼ crew day for each two hours or part thereof

The Contractor shall notify the Engineer 24 hours in advance of any work to be performed on the project.

Crew days, as referred to above, shall be computed for any one operation that requires full time inspection. The number of inspection personnel required shall be as determined by the Engineer.

II. Construction operations requiring full time inspection are generally defined as follows:

A. General
   1. Check for required permits.
   2. Construction of appurtenances – such work can be observed by the same individual performing the inspection for the primary construction (main or tunneling, etc.) provided that (a) they are located within 1,000 feet of the primary construction, (b) the Contractor cooperates to the extent that the inspector is informed of the construction of appurtenances, and (c) no work is covered prior to inspection.
   3. Batch-plant operations (when required by the Owner).
   4. Operations at the plants of manufacturers and/or suppliers (when required by the Owner).

B. Streets and Roads
   1. Check for required permits.
   2. Excavation and preparation of the site:
      a) Salvage of gravel or base material.
      b) Construction of compacted fills.
   4. Base construction.
   5. Placement of forms.
   6. Placement of wearing course (concrete, asphalt, gravel, seal coat, etc.)
   7. Sawing and sealing of pavement joints.

C. Sewers and Drains
   1. Check for required permits.
   2. Excavation, bedding and backfill.
   3. Tunneling, jacking and boring.
      a) Shaft construction.
      b) Mining.
      c) Forming.
      d) Placement of concrete.
   4. Installation of materials.
   5. Construction of all appurtenances (See General).
   6. Infiltration (or exfiltrating) testing of sanitary sewers.
F. Miscellaneous Work

1. Check for required permits.
2. Restoration of conditions existing prior to construction. This can be done by one inspector with the cooperation of the Contractor.
   a. Drives, sidewalks, fences, landscaping, etc.
   b. Final cleanup.
QUALITY REQUIREMENTS
Section 01 45 00
QUALITY CONTROL

01 45 00
QUALITY CONTROL

01 45 10
PROCEDURES

A. This section specified administrative and procedural requirements for Quality Control procedures/services.

B. Related Requirements:
1. Submittals Section 01-30-00.
2. Quality Assurance Section 01-43-00.
3. Technical Specification Section 02-nn to 45-nn.

C. Administrative:
1. Provide inspections, tests, and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be OWNER’s responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by CONTRACTOR.
2. CONTRACTOR and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition to CONTRACTOR and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
3. Schedule times for inspections, tests, taking samples, and similar activities.
4. Retesting: CONTRACTOR is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was CONTRACTOR’s responsibility.

01 45 23
TESTING AND INSPECTION SERVICES

A. This section specifies administrative and procedural requirements of Testing and Inspection Services.

B. Related Requirements:
1. Submittals (01-33-00).

C. Cost of Testing and Inspection Services:
1. The Owner may employ and pay for an “independent testing laboratory” to perform specific testing.

D. Administration:
1. The Contractor shall:
   a. Cooperate with laboratory personnel, provide access to Work, and to off-site manufacture’s operations.
   b. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
   c. Furnish incidental labor and facilities: To provide access to Work to be tested.
2. The Testing Laboratory shall perform:
   a. Field tests as listed, and
      1) Mark on the Inspector and/or Contractor field drawing the specific location test and;
      2) Note Passing and/or Failing.
   b. Submit test reports to the Engineer (3 copies).

E. Specific Tests required are as follows:
1. Trenching, Backfilling and Compacting: Testing laboratory will perform the following, unless otherwise determined by Owner:
   a. Determine grain size analysis for all soil materials in accordance with ASTM C136.
   b. Make Optimum moisture-maximum density curves for soil materials having a well-defined moisture-density relationship in accordance with ASTM D698, Method D (T-99 Test).
   c. Make field density tests of compacted trench backfill material for on the basis: one each per 50 linear feet per lift of soil material placed each day. Minimum per day: 3 tests.
2. Aggregate Base Course: Testing laboratory will perform the following, unless otherwise determined by Owner:________________________________________
a. Determine grain size analysis of aggregate base course material in accordance with ASTM C136.
b. Make optimum moisture-maximum density curves for aggregate base course material in accordance with ASTM D1557, Method T-180.
c. Make field density tests of subgrade after proof rolling on the basis of 3 tests plus one additional test per 10,000 S.F., or fraction thereof.
d. Determine field density by ASTM D2167 or ASTM D2922.

3. Hot Mixed Asphalt HMA: Testing Laboratory shall perform the following unless otherwise determined by the Owner:
a. Make field density test of HMA leveling and wearing courses. One (1) test for each 200 linear feet of paving lane.
b. Determine field density by ASTM D2922.
c. HMA density shall be greater than 92.0 percent of the GMM (maximum specific gravity). GMM shall be from the job mix formula (JMF).

4. Concrete:
a. Three concrete test cylinders will be taken for every 100 or less cu. yds. of each type of concrete placed for each day’s pour. One test shall be at seven days. The remaining tests at 28 days.
b. One additional test cylinder will be taken during cold weather concreting, and be cured on job site under same conditions as concrete it represents.
c. One slump test will be taken for each set of test cylinders taken.
A. This Section specifies temporary facilities and controls necessary for the Work completion.

B. Related Requirements:
   1. Temporary Utilities 01-51-00.
   2. Storage Areas 01-55-29.
   3. Contract Closeout 01-74-00.

A. Necessary sanitary convenience for the use of workmen on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced. He shall also furnish a convenient supply of drinking water from a safe and wholesome source.
A. This Section discusses procedures and requirement for access and maintenance of Trucking and Vehicular use.

B. Related Requirements:
   1. Dust Control 01-56-00.
   2. Permits 01-41-00.

A. The Contractor shall maintain access for local vehicular traffic and emergency vehicles at all times.

B. Emergency vehicles shall have access at all times and shall be assisted by the Contractor if necessary. The Contractor shall inform the local police, fire department, on a daily basis of project street obstructions and detours.

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

The Contractor shall keep clean all streets used in his operations. Trucks hauling excavated materials, cement, sand, stone, or other loose materials from or to the site, shall be tight so that no spilling will occur. Before trucks start away from the site, their loads shall be carefully trimmed to prevent spillage.

The above requirements likewise apply to suppliers making deliveries to the site, and the Contractor will be held responsible for compliance by his suppliers.

A. Related Requirements:
   1. Permits Section 01-41-00.

B. Maintenance of Traffic:
   1. During the progress of the Work, the Contractor shall accommodate both vehicular and pedestrian traffic. Access to fire hydrants, water and gas valves shall always be maintained. The Contractor’s truck and equipment operations on public streets shall be governed by the County Road Commission regulations and by all local traffic ordinances and regulations of the Fire Department and Police Department.
   2. Shaft locations shall be selected at points where they will interfere with traffic as little as possible and their working site arrangements shall be done in accordance with the requirements of the County Road Commission.
   3. The Contractor shall inform the local Police Department and Fire Department in advance of his program of street obstruction and detours, so that the Police Department and Fire Department can set up plans for servicing the area in case of an emergency. He shall notify the County Road Commission at least one week prior to obstructing any street.
   4. The Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic.

D. Traffic Control Devices: During construction the Contractor shall control traffic in accordance with the current Michigan Manual of Uniform Traffic Control Devices edition, by the Michigan Department of Transportation.
   1. The construction influence zone shall be properly signed in accordance with the recommendations outlined in the latest edition of the Michigan Manual of Uniform Traffic Control Devices.
   2. The Contractor shall provide all required Type II and Type III barricades, flashers, flashing arrows, flaggers, and all signing required to properly and safely maintain traffic flow through the construction area.
accordance with the Michigan Manual of Uniform Traffic Control Devices.

C. Traffic Control Devices: During construction the Contractor shall control traffic in accordance with the current Michigan Manual of Uniform Traffic Control Devices edition, by the Michigan Department of Transportation.
1. The construction influence zone shall be properly signed in accordance with the recommendations outlined in the latest edition of the Michigan Manual of Uniform Traffic Control Devices.
2. The Contractor shall provide all required Type II and Type III barricades, flashers, flashing arrows, flaggers, and all signing required to properly and safely maintain traffic flow through the construction area in accordance with the Michigan Manual of Uniform Traffic Control Devices.

A. All haul roads, detour roads, and other public and private roads, driveways and parking lots used by the Contractor must be maintained in a dust free condition during the life of this contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application which are in accordance with the requirements of the agency having jurisdiction over the roadway or driveway. Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited.
1. Should the Contractor be negligent of his duties in providing dust control, and/or ‘dust control’ on public roads is not performed within 36 hours after written notice, by the Engineer, to the Contractor:
2. The Owner may take the necessary steps to perform such work and will charge the Contractor for all costs.

The CONTRACTOR shall maintain all traveled areas in a safe, dust-free condition at all times. To accomplish this, the CONTRACTOR shall remove any tracked material such as mud, dirt, ect. and haul roads, furnish and apply treatment to temporary roads, furnish and install temporary road patches or surfaces, or any other approved methods or systems. Unless otherwise specified, no direct payment will be made for any such work performed or material used to control dust under this Contract.

A. The Contractor shall furnish, install, and maintain as long as necessary adequate barriers, fencing, warning signs, or lights at all dangerous points throughout the Work for protection of property, workers, and the public. The Contractor shall remove such material when deemed no longer required.
B. Barricades shall be closed and secured in place at all times when Work under the Contract is not in progress.
C. Contractor shall supply to the Owner 24 hour emergency telephone numbers for installation, maintenance and replacement of barricades.

A. General:
1. Related Requirements: Permits 01-41-00 – Soil Erosion Permit.

B. Temporary Soil Erosion and Control:
The intent of the Soil Erosion Control is to minimize the transfer and deposition of sediment to drains, streams, rivers and lakes. Devices and methods shall comply with the “Soil Erosion and Sedimentation Act” Act 347, PA 1972, and “Inland Lakes and Streams Act” Act 346, PA 1972.
1. When the plans call for a specific erosion control structure or practice, the Contractor will be required to implement and maintain such practice or structures throughout the life of the project.
2. Soil Erosion devices shall be maintained weekly and after every major storm event.
3. Specific areas to control and to be corrected are when the plans call for a specific erosion control structure or practice, the Contractor will be required to implement and maintain such practice or structures throughout the life of the project. Specific areas to control and to be corrected are:
   a. Mud or soil tracked on to existing streets and highways.
   b. Erosion from pumping operations due to high velocities at the discharge.
   c. Drain and steam crossings by open cut operations.
   d. Existing drainage structures, such as catch basins, which intercept drainage running off the disturbed area.
   e. Excavations ‘open’ more than 24 hours, require silt fencing.
   f. Excavated/disturbed ground surfaces, not covered/or work occurring in any two week (14 day) cycle shall be seeded and mulched.
4. Pumped water from well points or dewatering wells installed to lower the water table to facilitate the proposed construction shall be conveyed by pipe, hose, or stabilized channel, to a settling basin or other suitable sedimentation control facility.
5. Existing ground surfaces disturbed [excavate and backfilled] by construction shall be seeded and mulched as follows:
   a. Temporary Seed applied at a rate of 3lb./1000 sf.
      i) MDOT seed TSM 6/24 [50% rye and 50% oats]
   b. Straw Mulch covering the disturbed surface.
      i) Straw or marsh hay; air dried condition.

01 57 23

TEMPORARY STORM WATER CONTROL

A. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project. The flow in all existing drains and sanitary sewers which interfere with construction, whether shown on the drawings or not, shall be adequately maintained by the Contractor at his own expense.
1. Adequate pumping and drainage facilities shall be provided and all water from whatever sources entering the work during any stage of construction shall be promptly removed and disposed of. All pumping and drainage shall be done without damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors.
2. The overloading or obstructing of existing drainage facilities will not be permitted and the CONTRACTOR shall be solely responsible for damage caused by his operations.
3. Both the dry weather and storm flows in all existing sewers, ditches, catch basins, gutters, streams, rivers and drains, which may in any way be affected by the new construction, shall be adequately maintained. Surface water inlets and drains which interfere with the CONTRACTOR’s operations may be temporarily altered or relocated by the CONTRACTOR as directed or approved by the ENGINEER.

B. Trench/Excavation Water Control: The CONTRACTOR shall determine to what extent, if any, variations in surface water levels and underground water levels may affect the work under this Contract. It is the intention of these Contract Documents that all work shall be performed in the dry, and that normal means and methods shall be employed to protect the work as necessary at no additional cost to the OWNER.
1. Where the work is in ground containing an excessive amount of water, the CONTRACTOR shall provide, install, and maintain an adequate dewatering system in order to permit under relatively dry conditions the performance of excavation, construction of the watermain, sewers and related work, and placement of backfill.
2. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the drains, sewers, and all other excavations to prevent boils and quick conditions, and to maintain the stability of sides and bottoms of excavations.
3. Dewatering outlets shall be approved by the ENGINEER.
4. The CONTRACTOR shall take all necessary precautions to assure that no raw sewage is by-passed to a receiving stream as a result of his operations.
01 71 00  EXAMINATION AND PREPARATION  01 71 00

01 71 13  MOBILIZATION  01 71 13

A. Mobilization consists of:
   1. The establishment of the Contractor’s offices, buildings, and other facilities to work on the project.
   2. The movement of personnel, equipment, supplies and incidentals to the project site.
   3. Construction costs which are necessary direct costs to the project (bonds, insurance, permits) are of a
general nature and items noted in this General Requirement Division (01-00-00) excluding:
      a. Allowances (01-21-00)
      b. Prior Bidding costs

B. Maximum amount for “Mobilization” shall not be greater than ten (10%) of the total bid price.

01 74 00  CLEANING & WASTE MANAGEMENT  01 74 00

01 74 13  PROGRESS CLEANING  01 74 13

The Contractor shall keep the work area and all property occupied by him in neat and orderly condition at all times. Waste
materials, rubbish, and debris shall not be allowed to accumulate. Contractor’s equipment, temporary buildings,
scaffolding and excess materials shall be promptly removed as they become no longer needed for the progress of the work.
At the completion of construction, the work area shall be left raked clean. If, in the opinion of the Engineer, cleanliness of
the project is not progressing in a reasonable manner, he shall have the right to direct the Contractor to proceed with such
work, or any portion thereof, immediately.

01 74 17  SITE MAINTENANCE  01 74 17

Material or equipment delivered on the streets shall be neatly and compactly placed along the sides of the roadway in such
a manner so as to cause the least inconvenience to the property owners and to the general public. The Contractor shall
erect a material storage shed or sheds necessary as required for the proper storage of materials subject to damage by
weathering.

01 74 19  CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  01 74 19

Construction Waste Management and Disposal: All materials in excess of the quantity required for backfilling and all
materials unsuitable for backfilling shall be hauled away by the Contractor. It shall be the responsibility of the Contractor to
obtain such spoil sites as may be required. The Contractor shall leave such spoil sites in a neat and generally level condition
satisfactory to the Engineer.

A. Waste Disposal: Contractor is responsible to provide trash containers and fund the removal/disposal of
construction debris and general trash. Contractor is also responsible for the proper collection, labeling,
transporting, manifesting and disposal of polluting or hazardous wastes such as solvents, paints, oil or antifreeze
(and rags contaminated with any of these materials), per 40 CFR Part 261 and Michigan Act 64 of 1979. Copies of
all manifests should remain available for Owner review upon request. Under no circumstances may hazardous
wastes be disposed of in Owner-owned dumpsters, waste containers, drains or sewers, or drained onto roads,
parking lots, ditches, wetlands, dirt piles or other soil.

B. Spills and Accidents: Contractor must immediately notify the Owner in the event that its activities result in a (non-
negligible) spill of a hazardous material, or an accident or an injury (to any individual). Contractor must complete
the Report and return it to the Engineer within twenty-four (24) hours of occurrence.
Upon completion of construction and before final payment is made, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any places that may have settled. He shall then regrade and put it shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

A. When the Contractor considers the Work is substantially complete, he may submit to Engineer:
   1. A written notice that the Work is substantially complete, he may submit to Engineer.
   2. A list of items to be completed or corrected.
B. Engineer together with Owner’s Representative will make an inspection, within a reasonable time after receipt of such notice, to determine the status of completion.
   1. Should Engineer determine that the work is not substantially complete:
      a. Engineer will immediately notify Contractor, in writing, stating reasons.
      b. Contractor shall remedy the deficiencies in the Work, send a second written notice of substantial completion to the Engineer.
      c. Engineer will reinspect the Work.
   2. When the Engineer finds that the Work is substantially complete, he will:
      a. Prepare and deliver to the Owner a tentative Certificate of Substantial Completion form 00 65 16 with a tentative list of items to be completed or corrected before final payment.

A. When Contractor considers the Work is complete, he shall submit a written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Systems have been tested in presence of Owner.
   5. Work is complete and ready for final inspection.
B. Engineer will make an inspection to verify the status of completion within a reasonable time after receipt of such certification.
C. Should Engineer consider that the Work is incomplete or defective:
   1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
   2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the Work is complete.
D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
E. Closeout Procedures:
   1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer’s review.
   2. Provide submittals to Engineer that are required by governing or other authorities and as listed in Section 01-78-00.
   3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
01 78 00
CLOSEOUT SUBMITTALS

01 78 13
COMPLETION CLOSEOUT DOCUMENTS

A. Certificates:
   1. Evidence of compliance with requirements of governing authorities: Certificates of Inspection.
   2. Evidence of Payment and Release of Liens: Executed Section: 00 65 19 “Contractor’s Sworn Statement”.
   3. Certificates of Insurance for products and completed operations.
   4. Evidence of Bonding Company approval: Executed section 00 65 20 “Consent of Surety”

B. Final Adjustments of Accounts: Submit a final statement of accounting to Engineer. Statement shall reflect all adjustments to the Contract Price.
   1. The original Contract Price.
   2. Additions and deductions resulting from:
      a) Previous Change Orders.
      b) Unit Prices.
      c) Deductions for liquidated damages.
      d) Other adjustments.
   3. Total Contract Price, as adjusted.
   4. Previous Payments.
   5. Sum remaining due.

The Engineer will prepare final Change Order, reflecting the adjustment to Contract Price not previously made by Change Orders of as-built quantities and all previous Change Orders.

01 78 23
OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS” title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 24 pound white paper, in three parts as follows:
   Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   Part 2: Operation and maintenance instructions, arranged by and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for (special) finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Photocopies of warranties.

E. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as needed.
required prior to final submission.

F. Submit two sets of revised final volumes, within 10 days after final inspection.

WARRANTIES AND BONDS

Warranties and Bonds: Provide duplicate notarized copies. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers. Provide Table of Contents and assembly in three D side ring binder with durable plastic cover. Submit prior to final Application for Payment. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer’s instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.
   1. Manufacturer’s name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

D. Record Drawings (and Shop Drawings): Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish (first) (main) floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract Drawings.

E. The Owner shall furnish 1 set of Reproducible Drawings for the Contractor to prepare as-constructed Record Drawings. The Reproducible as-constructed Drawings shall be submitted for review and approval prior to final payment.

F. Submit documents to Engineer with claim for final Application for Payment.
Certificate of Substantial Completion

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
<th>Owner's Contract No.:</th>
</tr>
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<tbody>
<tr>
<td>Contract:</td>
<td>Date of Contract:</td>
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<tr>
<td>Contractor:</td>
<td>Engineer's Project No.:</td>
<td></td>
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</table>

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- [✓] All Work under the Contract Documents:
- [✓] The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- [✓] Amended Responsibilities
- [✓] Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Accepted by Contractor

Accepted by Owner

DLZ-J&A Project #18364

01 70 00 - 5

5/30/2019
PART 1 - GENERAL

1.01 Technical Specifications and Standard Detail for this project shall be specifications delineated in the Michigan Department of Transportation Publication.

   Division 2 Earthwork
   Division 3 Bases
   Division 4 Drainage Features
   Division 5 HMA Pavements and Surface Treatments
   Division 6 Portland Cement Concrete Pavements
   Division 7 Structures
   Division 8 Incidental Construction
   Division 9 Materials

B. Recent issue of “Road and Bridge Standard Plans” series “R-nnn-a” and “B-nnn-a”

1.02 Supplemental Specification and Special Provisions developed by the ENGINEER shall be part of this Contract and are included herein:
   8037001 Detectable Warning Surface, Modified
   8067011 Shared Use Path, Aggregate
   8127051 RCOC Permit Allowance
   8127051 Traffic Control and Signage
   8167011 Restoration
   8207050 Pushbutton Support Post, RCOC

END OF SECTION