



INKSTER CITY COUNCIL

March 16, 2020

26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Patrick Wimberly
Mayor Pro Tem – Kim Howard, District V

Council Members:

George Williams, District I
La’Gina Washington, District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

PATRICK WIMBERLY
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion

Public Participation (limit to 3 minutes)
3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
4. Adjournment

March 16, 2020

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Inkster Farmer's Market – Joyce Phillips
- B. Fiber Optic Presentation – Phineas Cody, IT Director
- C. Lead and Copper – Jerome Bivins, Director of DPS

4. Public Hearing

- A. A public hearing on to amend the City of Inkster Code of Ordinance, being Sections 97.001 thru 97.999 pertaining to Streets and Sidewalks. **Pg. 1**

5. Consent Agenda

- A. March 2, 2020 Regular City Council Meeting Minutes. **Pg. 15**

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg. 8**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

- 1. A first reading on an amendment to the City of Inkster Code of Ordinance, being sections 97.001 thru 97.999 pertaining to Streets and Sidewalks.

(see Pg. 1)

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Jerome Bivins) Consider authorizing the DPS to enter into a contract with Lang Constructors for the replacement of lead service lines in accordance with the Michigan Department of Environment, Great Lakes, and Energy or EGLE (formerly MDEQ) requirements to be in compliance with the Lead and Copper Rule. The price of the contract is \$424,708.00 with a 15% contingency in the amount of \$63,706.20 for a total cost of \$488,414.20. Our Consulting Engineering Firm will be providing inspection and annual reporting as required by EGLE.

Pg. 19

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: March 10, 2020

From: Jerome Bivins, DPS Director

Date for Council's Consideration: March 16, 2020

ACTION REQUESTED: Amend the City of Inkster Code of Ordinance, being Sections 97.001 thru 97.999 pertaining to Streets and Sidewalks; to hold a public hearing and offer a first reading of the proposed amended sidewalk ordinance.

Current Action X Emergency Future

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Mayor's Approval 1st Police Assembly

BACKGROUND:

Amend the existing ordinance to adopt by reference the Streets and Sidewalks Code of Ordinances.

SCOPE OF SERVICES:

The proposed amended ordinance will allow the City to go out and do an assessment of every sidewalk with in the City boundaries.

JUSTIFICATION:

To develop a sidewalk replacement program, using the Adopted Ordinance as a guide.

PROJECT IMPROVEMENTS:

Enhance Public Safety

COSTS:

N/A

PROJECTED TIME TABLE:

Second reading of the text amendment will be held during the Council meeting on April 6, 2020 and presented for council approval at April 6, 2020 council meeting. If approved by Council, the amendment will be published and posted and become effective after thirty (30) days.

RESOLUTION:

Authorization is hereby given to hold a public hearing and offer a first reading on an amendment to the City of Inkster Code of Ordinance, being Sections 97.001 thru 97.999 pertaining to Streets and Sidewalks.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Inkster, MI Code of Ordinances
CHAPTER 97: STREETS AND SIDEWALKS

Section

General Provisions

- 97.001 Definition
- 97.002 Operation of unlicensed power-driven implements prohibited; exception
- 97.003 Repair of motor vehicles on public ways prohibited; exceptions
- 97.004 Encumbering and obstructing streets prohibited; exception
- 97.005 Building materials remaining on sidewalks

Street Construction and Repair

- 97.015 Permit required
- 97.016 Authority to supervise and control; inspections
- 97.017 Conformance with lines and grades; specifications

Curb Cuts

- 97.030 Permit required
- 97.031 Issuance of permit; agreement to pave

Excavations

- 97.045 Proper control of work; essential conditions
- 97.046 Permit required
- 97.047 Application; bond required
- 97.048 Approval of permits for work; notice to police and fire departments
- 97.049 Lights and barricades required
- 97.050 Authority to enforce
- 97.051 Completion of work; delays

Sidewalks and Driveways

- 97.060 Conformance with provisions
- 97.060a Purpose
- 97.061 Notice to build or repair; costs; lien on propertyViolations
- 97.062 Notice to build or repair; costs; liens on property; Contents of notice
- 97.063 Duty of owners, agents or occupantsResponsibility of abutting property
- owner for sidewalk repair; conditions requiring replacement
- 97.064 Duty to maintain sidewalks in good repairInspections; finding of
- necessity; assessment against property owners
- 97.064a Complaints regarding defects; notifications of alleged injury
- 97.065 Authority of council to receive proposals or enter into contracts; surety bond
- 97.066 Supervision and control over sidewalks and driveway; inspection
- 97.067 Conformance with line and grade specifications
- 97.068 Permit required; application; permit fee; bond
- 97.069 Construction and repair specifications
- 97.070 Asphalt construction and repair specifications

Snow and Ice Removal

- 97.080 Definitions

- 97.081 Snow and ice to be removed from sidewalks by private persons
- 97.082 Removal and ice from public transportation systems
- 97.083 Snow and ice to be removed from roofs
- 97.084 Depositing of snow and ice restricted
- 97.085 Failure to remove; work to be done by city; costs; penalty

Moving of Buildings

- 97.095 Permit required; application
- 97.096 Conditions for issuance
- 97.097 Compliance with regulations
- 97.098 Blocking streets or other public property; placement of lights
- 97.099 Changes in moving schedule; police approval
- 97.100 Notification of damage
- 97.101 Bond; refund
- 97.102 Refusal to issue permit

Administration and Enforcement

- 97.115 Violation notices
- 97.999 Penalty

GENERAL PROVISIONS

§ 97.001 DEFINITION.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADJACENT/ABUTTING PROPERTY means any lot or parcel of land adjoining, bordering or touching the street.

ADJACENT SIDEWALK means that portion of the sidewalk located within the street next to an abutting or adjacent property.

COMMUNITY means a county, township, city or village.

DEPARTMENT means the Department of Public Services.

DIRECTOR means the department head of the Department of Public Services.

DRIVEWAY means an area of private property above the sidewalk for the purpose of parking vehicles and gaining access to the property.

DRIVEWAY APPROACH means an area within the right-of-way located between the sidewalk and the edge of the improved roadway, for the purpose of gaining access to the driveway and access to the property.

FLAG means a section of sidewalk the length of which usually equals the width of the sidewalk.

HIGHWAY means every public highway, road and street which is open for public travel, and shall include bridges, sidewalks, crosswalks and culverts on any highway. The term "highway" does not include alleys, trees, utility poles, or private roads and streets.

INSPECTOR means any representative of the department designated to perform sidewalk inspections.

MDOT means the Michigan Department of Transportation.

OWNER means the individuals holding title to the property adjacent to sidewalk along a street.

PRIVATE PROPERTY means any property not belonging to a governmental agency.

PRIVATELY OWNED SIDEWALK means a sidewalk, either asphalt or concrete, located on private property outside of a public right-of-way or easement.

PUBLIC PROPERTY means the dedicated right-of-way or right-of-way easement, which may include public highways, streets and alleys.

REPAIR/REPLACEMENT means the adjustment, removal, realignment, muddacking, patching or installation of any sidewalk in accordance with adopted department repair/replacement standards.

SIDEWALK means any improved portion of the public right-of-way lying between the edge of the improved roadway and the adjacent property line intended for the use of pedestrians. The sidewalk materials shall consist of concrete with widths generally ranging between three to five feet or asphalt ranging from five to eight feet in width.

SIDEWALK SPACE. The space between the lot line and the curb line of the street or any space outside the lot line and the space under and over any such sidewalk space.

STREET means a dedicated thoroughfare in the city that is designated for public travel and transportation, affording the principal means of access to abutting property. This does not include any privately owned roads, streets or other means of access.

('68 Code, § 7-505) (Ord. 32, passed 7-2-40)

[§ 97.002 through § 97.051 unchanged]

SIDEWALKS AND DRIVEWAYS

§ 97.060 CONFORMANCE WITH PROVISIONS.

All sidewalks and driveways hereafter laid, constructed, maintained and repaired in the city shall conform to the provisions of this subchapter.

('68 Code, § 7-525) (Ord. 146, passed 9-24-57) Penalty, see § 97.999

§ 97.060a PURPOSE.

This subchapter is designed to protect the public health, safety and welfare of the citizens of the city, by the adoption of regulations concerning the construction and maintenance of sidewalks within the city.

§ 97.061 ~~NOTICE TO BUILD OR REPAIR; COSTS; LIEN ON PROPERTY. VIOLATIONS~~

(A) Whenever the department shall determine that a sidewalk is in a condition that fails to meet the sidewalk criteria provided for in this subchapter, a notice shall be sent to the owner of the adjacent lot or parcel to repair the sidewalk. The notice shall specify the time period in which the person shall achieve compliance with the provisions of this subchapter. In no case shall the time period specified exceed 90 days, except during inclement or unseasonable weather, in which case the party responsible for the repair shall post a financial guarantee in lieu of the repair. The guarantee must be in the form of cash, a certified check or an irrevocable letter of credit.

(B) The owner of record or tenant of any building, structure, premises, or path thereof and any architect, builder, contractor, agent or other person who commits, participates in, assists in, or maintains such violations may each be found guilty of a separate offense and suffer the applicable penalties.

(C) The imposition of any fine, or jail sentence, or both, shall not exempt the violator from compliance with the provisions of this subchapter.

~~(A) Wherever, in the opinion of the City Council, any sidewalk or driveway shall be built, repaired, rebuilt or replaced, the Council shall so declare by resolution and the clerk shall cause to be served upon the owner or occupant of any lot in front of or adjacent to which said sidewalk or driveway is required to be built or repaired, notice that such sidewalk or driveway must be built or repaired within ten days after the service of such notice, or that the work will be done under the direction of the Department of Public Services and the cost thereof, with 10% additional, assessed against the property. Such notice may be served by securely posting upon the premises, if the owner or occupant cannot be found, or if either of them can be found on or about the premises such notice shall be served personally on such owner or occupant of such lot. If such owner or occupant shall fail or neglect to comply with the terms of the notice aforesaid, the Department of Public Services shall cause said sidewalk or driveway to be built and return the cost thereof and the 10% additional to the Council, and the Council may order such cost assessed against such lot.~~

~~(B) Such assessment, when confirmed, shall be a lien upon such lot or premises the same as other special assessments, and the City Council shall order the City Assessor to spread said amount, together with such penalty, on his roll as a special assessment on such lot or premises, and the same shall be collected according to law in the same amount, together with taxes, or the city may collect such amount together with the penalty aforesaid from the owner or occupant of such premises in an action of assumpsit together with the cost of the suit.~~

~~('68 Code, § 7-520) (Ord. 145, passed 9-24-57)~~

Cross-reference:

Public improvements, see Ch. 51

§ 97.062 NOTICE TO BUILD OR REPAIR; COSTS; LIEN ON PROPERTY; CONTENTS OF NOTICE.

Notice herein provided for shall contain the name of the owner or occupant of any lot in front of or adjacent to which said sidewalk or driveway is required to be built, repaired, rebuilt or replaced, if known, a description of the particular property in front of or adjacent to which said sidewalk is to be built, repaired, rebuilt or replaced, and shall designate the work required to be done. Such notices shall also recite that the work is required to be done by resolution of the City Council, giving the date of such resolution ~~and such other information as shall enable the owner or occupant notified to fully comply with its terms.~~ requiring such owner or owners to construct, reconstruct or repair in accordance with city specifications such sidewalk as is required by such resolution within 30 days of the date of the notice, unless a different time is specified in the resolution of the City Council. A notice shall also state that if any owner shall fail to comply with such order within the specified time then the city shall construct, reconstruct or repair such sidewalk and charge the expense thereof to the premises and the owner thereof, together with an administrative charge established by the annual appropriations ordinance to cover administrative, bidding, engineering and collection expenses.

~~('68 Code, § 7-521) (Ord. 145, passed 9-24-57) (Amended Ord. _____, Passed _____)~~

§ 97.063 DUTY OF OWNERS, AGENTS OR OCCUPANTS, RESPONSIBILITY OF ABUTTING PROPERTY OWNER FOR SIDEWALK REPAIR; CONDITIONS REQUIRING REPLACEMENT.

It shall, in all cases, be the responsibility of the owner of every lot or parcel of land in the city to keep the sidewalks adjacent to his lot or parcel in good repair. Sidewalk sections (flags) shall be replaced when the condition of the section is detrimental to the safety of the general public. The following are some examples of conditions requiring replacement:

(1) If the sidewalk has displacement of more than three-quarters inch between any two sections (flags) of sidewalk at the connection joint.

(2) If the sidewalk has more than two cracks of one-quarter inch in width or more in any two linear feet of sidewalk section.

(3) If the sidewalk has a crack more than three-quarters inch in width.

(4) If any section of sidewalk is tilted in excess of one inch per foot from the inside edge toward the outside edge (the outside edge being the edge of the sidewalk nearest the street line).

(5) If any section of sidewalk is tilted from the outside edge toward the inside edge (the outside edge being the edge of the sidewalk nearest the street line).

(6) If, in any five-lineal-foot section (flag) of sidewalk more than 50 percent of the surface has scaled off to a depth of one-quarter inch or greater.

(7) If the concrete has settled, allowing water to pond to a depth of three-quarters inch or more. It shall be the duty of every owner, agent or occupant of any lot or premises notified according to the foregoing provisions of this subchapter to promptly comply with notice and construct or repair the sidewalk or driveway as ordered. In case any owner, agent or occupant shall neglect to build or repair any sidewalk within the time prescribed in the notice provided in this subchapter, and the city by any suit or other proceeding is compelled to pay damages for injuries to any person on account of such neglect, such owner, agent or occupant shall be liable to the city for the amount in a suit in assumpsit in the proper court.

(‘68 Code, § 7-522) (Ord. 145, passed 9-24-57)

§ 97.064 DUTY TO MAINTAIN SIDEWALKS IN GOOD REPAIR. INSPECTIONS: FINDING OF NECESSITY: ASSESSMENT AGAINST PROPERTY OWNERS.

(A) The city council may, by resolution, require the owners of lots or parcels to replace or repair sidewalks where the condition of the sidewalks necessitates replacement or repair for public health, safety and welfare. Prior to the adoption of a resolution requiring replacement or repair of sidewalks, notice shall be given to affected property owners and a public hearing shall be conducted.

(B) The department shall inspect all sidewalks installed or maintained under the terms of this subchapter. Any complaints regarding construction or maintenance of the sidewalks shall be inspected by the department within a reasonable time.

(C) At the time of the inspection the inspector shall conspicuously mark the flags needing replacement or repair and the department shall provide notice to the property owner of the necessity of the replacement or repair and the date of the hearing before the city council. During this time period the property owner may replace or repair the sidewalks, but such replacement or repair shall be according to the construction standards established by this subchapter and department policy.

(D) The resolution by the city council finding the necessity of the replacement or repair shall provide:

(1) A finding that the responsible property owners have been given notice of the public hearing;

(2) A description of the flags or portions of sidewalk to be replaced or repaired;

(3) A finding of the necessity of the replacement or repair of the sidewalk for public safety reasons;

(4) An order directing the city to replace or repair the portions of sidewalk upon the property owner's failure or neglect to replace or repair the sidewalk; and

(5) An order directing the treasurer to assess the city's costs for replacement or repair of the sidewalk against the property involved, payable over a five-year period.

(E) All sidewalks shall be replaced or repaired according to the construction standards established in the sidewalk replacement and repair policy.

(F) The cost of repair/replacement of sidewalks shall be invoiced to the adjacent property owner with the following exceptions:

(1) Sidewalk ramps will not be assessed to the adjacent property owner.

(2) A sidewalk that is damaged as a result of a city utility, or other utility repair, will not be assessed to the adjacent property owner. All sidewalks within the city shall be kept in good repair by the owner, agent or occupant of the house, lot or premises adjacent to or in front of which said sidewalk lies. Whenever any sidewalk within the limits of the city shall require repairing it shall be the duty of said owner, agent or occupant of the house, lot or premises adjacent to immediately

~~make such repairs, failing to do so, it shall be the duty of the Department of Public Services or the person or persons appointed thereby whenever directed by the City Council to notify by written notice the owner, agent or occupant of such house, lot or premises to repair the same within 48 hours, and if the person thus notified shall refuse or neglect to comply with the requirements of said notice then the Department of Public Services or the person appointed for that purpose shall cause said repair to be made forthwith under the procedure provided for in § 97.061; however, none of the provisions of this section shall be construed to relieve such owner, agent or occupant of any lot or premises from his liability under the provisions of § 97.063.~~
~~(‘68 Code, § 7-523) (Ord. 145, passed 9-24-57)~~

§97.064a - Complaints regarding defects; notification of alleged injury.

(A) An individual who alleges injury as a consequence of an alleged defect in a sidewalk shall notify the city's risk manager within 30 days of the incident. The risk manager shall be designated as the administrative services department director.

(B) The department shall be responsible for inquiries about the condition of sidewalks. The department shall keep a record of complaints and any action taken.

(C) It shall be the responsibility of the department to supervise all sidewalk construction and maintenance, including inspection, and the enforcement of provisions of this subchapter. It shall also be the responsibility of the director to establish a policy for construction, replacement, repair, inspection, handling of complaints, and handling of injury claims, and for assessment/invoicing of sidewalks (sidewalk replacement and repair policy).

[Balance of ordinance unchanged]

March 2, 2020
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, March 2, 2020

Prior to the Regular Council Meeting: City Council members discussed:

A. Agenda Discussion

Moved by Councilmember Chisholm, Seconded by Councilmember Shaw to go into Executive Session 6:45 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Councilmember Williams, Seconded by Councilmember Howard to come out of Executive Session 723 p.m. motion carried unanimously

Call Meeting to Order

Mayor Wimberly called the meeting to order at 7:35 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Pastor Joseph Stevens

Roll Call

Mayor Wimberly	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Councilman Williams	Present
Councilwoman Washington	Present	Councilman Chisholm	Present
Councilman Shaw	Present		

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Councilmember Howard
to approve the agenda with the additional changes under "Presentations".
Resolution 03-20-44R - Motion carried.

Presentations/Discussion

~~A. FY2019 Audit Presentation~~

~~B. FY2020 Budget Amendment Presentation~~

A. Introduction of New Hires – DPS Director, Jerome Bivins

B. Assistant Secretary of State: Proposal 2, Proposal 3 and Redistricting – Hester Wheeler

C. FY 2019 Audit Presentation

D. FY 2020 Budget Amendment Presentation

Public Hearings

Consent Agenda

- A. February 17, 2020 Regular City Council Meeting Minutes.
- B. February 24, 2020 Special City Council Meeting Minutes.
- C. Allen Brother's and Attorney's PLLC Invoice \$ 31,076.71

**Moved by Councilmember Shaw, Seconded by Councilmember Howard
to approve the Consent Agenda.
Resolution 03-20-45R – Motion carried.**

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions.

CONSIDERED NOMINATIONS

Pension Board

- 1. Lorenzo Moner

Cable

- 1. Tyress Wimberly

Planning Commission

- 1. Byron Nolen
- 2. Gary Johnson
- 3. Mac Willis

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

New Business

- A. Discussion/Action: (DarIn Carrington) Consideration and approval for a Budget Amendments to the General Fund, Water and Sewer and Street Funds.

**Moved by Councilmember Howard, Seconded by Councilmember Chisholm
to approve for a Budget Amendments to the General Fund, Water and Sewer
and Street Funds.
Resolution 03-20-46R – Motion carried**

- B. Discussion/Action: (Adrianna Jordan) Consider approval of a Special Land Use (SLU 18-37) for a proposed Medical Marijuana Cultivation Facility in the M-1, Light Industrial District at 2740 Beech Daly, between Princeton and the railroad tracks. Sam Beydoun on behalf of SBR Holdings, LLC is the applicant.

**Moved by Councilmember Chisholm, Seconded by Councilmember Howard to approve of a Special Land Use (SLU 18-37) for a proposed Medical Marijuana Cultivation Facility in the M-1, Light Industrial District at 2740 Beech Daly, between Princeton and the railroad tracks. Sam Beydoun on behalf of SBR Holdings, LLC is the applicant.
Resolution 03-20-47R – Motion carried**

- C. Discussion/Action: (William Riley) Consideration a request for entering a contract with the Inkster Housing Commission and the Inkster Police Department for supplemental police services with an officer dedicated to the Inkster Housing Commission.

**Moved by Councilmember Shaw, Seconded by Councilmember Williams to approve a request for entering a contract with the Inkster Housing Commission and the Inkster Police Department for supplemental police services with an officer dedicated to the Inkster Housing Commission to begin services on April 1, 2020.
Resolution 03-20-48R – Motion carried**

Public Participation

- **State Representative, Jewell Jones** – Provided residents and city council with legislative updates.
- **Mary McClendon** – Stated the new Wayne County Parks schedule would be out and the marshmallow drop April 10m, 2020 from 11am until 12:00pm.
- **Jean Overman** – Stated Wayne County has a pay as you stay program and State Representative, Jewell Jones was a participant on the legislation. She asked residents to vote for the Westwood sinking fund. She further stated the Western Wayne County NAACP branch would be making phone calls regarding the March 10, 2020 Primary Election.
- **Ruth Williams** – Announced the Chamber Mixer March 24th, 2020 to begin at 4:30 p.m. at the Booker Dozier Recreation Complex.
- **Gennifer Williams** – Announced Operation Refuge Second Annual PI Day on March 14, 2020. She invited residents and City Council to attend.
- **Gabe Henderson** – Thanked residents for attending the Block Club Black History Program.
- **Will Miller** – Stated he wanted to ask the SBR Group about doing a community benefits program with the City of Inkster for hiring fifty one percent of their residents to build their facility.
- **Lynette Cain** – Announced the Tennis Academy and stated they had a three scholarships available.

City Clerk

- Announced the City Clerk's office would be open on Saturday, March 7, 2020 from 7:00am until 3:00pm. She further announced if you have received and absentee ballot and your candidate has dropped out of the race, then you can spoil your ballot and vote for another candidate.

City Treasurer

- Announced the March Board of Review on March 9th, March 16th and March 17th, 2020.

Mayor and Council

- **Councilman Williams** – Stated the city need to become proactive in the Census 2020 count. He said the city needs that revenue.

- **Councilman Chisholm** – Announced the Planning Commission meetings held the second and fourth Monday's of the month at 6:30pm unless they have been cancelled.
- **Councilwoman Washington** – Announced that March was women's history Month and reading month. She further announced daylight savings time on March 8, 2020.

Adjournment

There being no further business to come before Council, on a motion duly made
By Councilmember Howard, Seconded by Councilmember Williams and carried,
the Regular Council meeting of March 2, 2020 was adjourned at 9:28 p.m.



Felicia Rutledge, City Clerk
City of Inkster

March 16, 2020
CITY OF INKSTER
Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.
- (Ex-Officio Member)

Tenure

Rochelle Wells

Exp. 8/06/20

Doris Horne

Exp. 08/06/20

Henry Wade

Exp. 08/06/20

Toni Bailey

Exp. 07/15/21

Roosevelt Stubbs

Exp. 04/15/2021

Gabe Henderson

Exp. 08/06/20

Jean Liddell

Exp. 08/06/20

Iris Long

Exp. 01/06/22

June Patter son

Exp. 01/06/22

Debra Owens

Exp. 05/21/20

Chuck Coleman

Exp. 08/20/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 01/06/21

Lenoria Warmack

Exp. 12/16/20

Ned Sanders

Exp. 02/03/21

Peggy Bishop (Alternate)

Exp. 10/7/2020

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 01/21/22

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 01/06/22

George Williams

Exp. 11/6/19 – **Expired**

Lenoria Warmack

Exp. 12/16/21

Vacant

Vacant

Vacant

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Vacant

March 16, 2020

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

Exp. 12/31/05
Exp. 12/31/00
Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Ex. Officio

Troy Seaton Dist. 1

Exp. 01/17/20-Expired

Phineas Cody Dist. 3

Exp. 10/07/22

Octavia Smith Dist. 4

Exp. 07/03/20

Thelma Jean Overman Dist. 5

Exp. 02/06/20

Connie R. Mitchell Dist. 6

Exp. 02/04/22

Sandra Watley **Mayoral**

Exp. 01/08/23

Steven Chisholm **At-Large**

Exp. 01/17/20- Expired

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Mark Minch (Building Contractor)

Exp. Tenure

Deborah Owens (General Member)

Exp. 01/22 (2 Year Term)

Guy Borrusch General Member)

Exp. 9/19 (2 Year Term)-Expired

Tom Michelini Contractor)

Exp. 01/23 (3 Year Term)

James Garrett (Engineer)

Exp. 9/20 (3 Year Term)-RESIGNED

Charles Rizzo (Alternate)

Exp. 01/21

March 16, 2020

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Shirley Hankerson		Exp. 12/21
Yvette Brock		Exp. 12/21
Charles Rizzo		Exp. 12/21
Rebecca Daniels		Exp. 02/22
Tom Michelini		Exp. 04/19-Expired
- Building Inspector		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Thels		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Barbara Cooper		Exp. 10/7/23
Octavia Smith		Exp. 10/21/23
Sonja Jennings		Exp. 11/4/23
Randa Davis		Exp. 11/4/23
Val C. Brown		Exp. 07/20/19 - RESIGNED
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19-Expired
Uche Ndubuisi		Exp. 7/20/19-Expired
Clarence Oden		Exp. 7/1/23

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16-Expired
Octavia Smith		Exp. 10/21/25
Angela Dotson		Exp. 10/21/25
Deborah Walker		Exp. 06/07/16-Expired
Mary Weislo		Exp. 03/07/17-Expired
Cassandra Leonard		Exp. 06/07/16-Expired
Herbert Johnson		Exp. 06/07/16-Expired
Dennis Weislo		Exp. 06/07/19-Expired
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD-INACTIVE

Indefinite Terms 4 Members State Law and Ordinance 616

Walter Bays (Elec. Cont.)
Andrew Hughes (Adm. Official)
Carlton Trouteaud (Rep. of Detroit Edison)

March 16, 2020

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]

4 Year Term

Council Member (most votes)

Kim Howard

City Attorney

Tenure

City Clerk

Tenure

LaGina Washington (Mayor and Council appointee)

12/22 – will need to resign

VACANT

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

5 Members

State Law and Ordinance 99

Caroline Smith

Exp. 03/24-Resigned

Mable Stroman

Exp. 3/22

Ellis Clifton

Exp. 5/24

DaSalla Scott

Exp. 9/20 (Resident Housing)

Yvette Brock

Exp. 10/24

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19- Expired

Rhoda Littles

Dist. 2

Exp. 10/24/21

Ruth E. Williams

Dist. 3

Exp. 02/06/19 – Expired

Vacant

Dist. 4

Vacant

Dist. 5

June Liddell

Dist. 6

Exp. 10/21/21

George Mitchell

Exp. 10/21/21

Gabe Henderson

Dist. ???

Exp. 08/20/20

LIBRARY BOARD

4 year term -Elected

Michael Wells

Exp. 2023

Timothy Williams

Exp. 2023

DeAndra Crystal-Rikay Watley

Exp. 2023

Stephanie Abernathy-Lane

Exp. 2023

Doyse A. Thompson

Exp. 2023

Ruth E. Williams

Exp. 2023

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Neil Harrison

Dist. 1

Exp. 3/21/18-Expired

Curtistine Barge

Dist. 2

Exp. 1/20/18-Expired

Brittni Abiolu

Dist. 3

Exp. 3/7/18-Expired

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18-Expired

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18-Expired

Marie Jenkins

Mayoral

Exp. 1/20/18-Expired

March 16, 2020

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack	Exp. 10/17/2023
Thelma Jean Overman	Exp. 10/17/2023
Debra Owens	Exp. 10/17/2023
Ann Gross	Exp. 12/5/2023
Ronald Johnson	Exp. 12/19/2023
Courtney Owens	Exp. 12/16/2026
Aaron Sims	Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

VACANT	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/8/19- Expired
Tania James	Dist. 3	Exp. 04/01/21
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
VACANT	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Ex. 11/18/21
Ashawanna Butts	Mayoral	Exp. 01/21/22
Shirley Hankerson	Mayoral	Exp. 4/15/21
Ned Sanders	Council	Exp. 07/07/19- Expired

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18- Expired
Katrina Coats	Dist. 2	Exp. 3/7/18- Expired
Zeavean Johnson	Dist. 3	Exp. 3/7/18- Expired
William Grubbs	Dist. 4	Exp. 3/7/18- Expired
Taylor Todd	Dist. 5	Exp. 3/7/18- Expired
Demon Zimmerman	Dist. 6	Exp. 3/7/18- Expired
Twain Smith	Mayoral	Exp. 3/7/18- Expired

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Patrick Wimberly (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 3/22
Lyndon Jones	Exp. 11/22 - RESIGNED
Mack Willis	Exp. 2/20- EXPIRED
James Garrett	Exp. 09/20 - RESIGNED
William Ratliff (Vice-Chair)	Exp. 07/22
Lynette Cain (Secretary)	Exp. 07/22
Steven Chisholm (Chair)	Exp. 07/22
Kim Faison	Exp. 01/21

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/19
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	

Sandra K. Watley
Velma Overman

March 16, 2020
City Council Rep Exp. 12/20
Board of Trustee Rep

WATER REVIEW COMMITTEE- INACTIVE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Marcus Hendricks	App. 02/18/13
Dennis Weislo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term

7 Members

State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 12/16/22
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20???
James Cross	Dist. 3	Exp. 07/01/16 Expired
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 12/16/22
Teresa Patton		Exp. 08/06/21
Mac Willis		Exp. 11/05/21
Dorsey Williams		Exp. 07/1/22

Nankin Transit

[Meetings: Thrid Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Pro-Tem Timothy Williams	Exp. Tenure - (Tenure is up)
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee	Exp. Tenure- No longer on City Council
Clarence Oden (Alternate)	Exp. Tenure-No Longer on City Council

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term

13 Members

Resolution 85-8-331

Connie R. Mitchell	Tenure
Avis Love	Exp. 03/20/23
Rerhi Onomake	Exp. 03/16/21
Vacant	Exp.
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21

March 16, 2020

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]
Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Anthony Williams, City Council Representative	Tenure (Tenure is up)
Darin Carrington, Treasurer	Tenure
Vacant Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Vacant	Exp. 11/6/20

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: March 10, 2020

From: Jerome Bivins, DPS Director Date for Council's Consideration: March 16, 2020

ACTION REQUESTED: Consider authorizing the DPS to enter into a contract with Lang Constructors for the replacement of lead service lines in accordance with the Michigan Department of Environment, Great Lakes, and Energy or EGLE (formerly MDEQ) requirements to be in compliance with the Lead and Copper Rule. The price of the contract is \$424,708.00 with a 15% contingency in the amount of \$63,706.20 for a total cost of \$488,414.20. Our Consulting Engineering Firm will be providing inspection and annual reporting as required by EGLE.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # No ☒ N/A ☐

Mayor's Approval /s/ Patrick Wimberly

BACKGROUND:

During the summer 2019, the City of Inkster conducted lead and copper sampling at 30 homes as part of Michigan Safe Drinking Water Act. A total of 30 samples were collected from homes that were on a list of 75 homes with known lead service lines. Four of the 30 homes tested came back as having lead levels higher than the Action Level of 15 Parts Per Billion (ppb) as defined by the Michigan Department of Environment, Great Lakes, and Energy or EGLE (formerly MDEQ). EGLE evaluates compliance with the Action Level based on the 90th percentile of lead and copper results collected in this round of sampling. The City's latest round of sampling under this new method resulted in 17 ppb of lead for the 90th percentile of the City's water supply. A lead level of 17 ppb exceeds the Action Level limit. Accordingly, the City is required by EGLE to perform corrective actions to reduce lead concentrations in order to bring the City into compliance with the 15 ppb Action Level. The state regulation requires communities to replace 7% of its lead service lines per year. The City has solicited contractor bids to implement the requirements. Please see attached Lead Service Line Replacement Bid recommendation.

SCOPE OF SERVICES:

Replacement of lead service lines at homes and businesses throughout the City in order to bring the City in compliance with the Department of Environment, Great Lakes, and Energy (EGLE) threshold of 15 Parts Per Billion for Lead and Copper action.

JUSTIFICATION:

Required by State of Michigan, Safe Drinking Water Act, 2018 Lead and Copper Rule to reduce the lead and copper below action levels defined by the state.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COST:

The cost of the contract is for \$424,708.00 with a 15% contingency in the amount of \$63,706.20 for a total cost of \$488,414.20.

PROJECTED TIME TABLE:

EGLE requires communities to reduce the number of lead services by 7% per year until all lines have been replaced. The first year of this project duration is from April 6, 2020 thru September 30, 2020.

RESOLUTION:

Authorization is hereby given to DPS to entrance into a contract with Lang Constructors for the replacement of lead services line in accordance with the Michigan Department of Environment, Great Lakes, and Energy or EGLE (formerly MDEQ) requirements to be in compliance with the lead and copper ruling. The cost of the contract is \$424,708.00 with a 15% contingency in the amount of \$63,706.20 for a total cost of \$488,414.20. Our Engineer Firm will be providing inspection and annual reporting as required by EGLE.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-963-0612
F 313-963-2156

3/10/2020

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attention: Jerome Bivins, Department of Public Services Director

Re: Lead Service Line Replacement Bid Recommendation

Dear Mr. Bivins:

The Lead Service Line Replacement was advertised on Michigan Inter-Governmental Trade Network (MITN) beginning February 11, 2020. A mandatory pre-bid meeting was held February 17, 2020 at 11:00 am at Inkster City Hall. A total of eight companies attended this Mandatory pre-bid meeting. The Bid Opening for the above referenced project was held Monday, March 2, 2020 at 10:00 a.m. at Inkster City Hall. A total of five contractors submitted bids on the Lead Service Line Replacement Project. The following is a list of the five bidders on the project listed in order from lowest to highest bid:

	Bidder's Name	Bid	% Above Low Bid
1	Lang Constructors	\$424,708.00	0%
2	Sewer & Water Specialists*	\$474,776.80	12%
3	All Seasons Underground	\$486,628.00	15%
4	Major Cement Co	\$657,270.00	55%
5	RDC Construction Services*	\$772,875.00	82%

*Sewer & Water Specialists and RDC Construction Services had minor calculation errors in their bid totals. These errors had no effect on the final low bidder.

All of the bid subtotals and total dollar amounts have been checked and verified for accuracy.

Lang Constructors has been identified as the bidder under consideration for award. Lang Constructors met all requirements of the project including bonds, attendance at the mandatory pre-bid meeting, and acknowledgement of the addendum. Benesch supports the City's position that attendance at the mandatory pre-bid meeting was critical to the contractor understanding the complexity of the scope of work.

The engineer's estimate of probable construction cost is \$454,573.00. In comparison, Lang Constructors' bid of \$424,708.00 is 6.6% less than the engineer's estimate. The engineer's estimate of probable construction cost was developed using 2019 MDOT Average Unit Prices. In general, MDOT unit prices are higher than local, municipal projects due to overall project scale. Attached is the line item unit price bid tabulation along with the engineer's estimate.

Lang Constructors has demonstrated their ability to meet the minimum qualifications related to this work through satisfactory performance on other projects of similar type and scale.

We recommend awarding this contract to Lang Constructors in the amount of \$424,708.00. We further recommend the City approve a 15% contingency in amount of \$63,706.20 for use at the City's discretion for unforeseen conditions related to the project.

20-03_INK



If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

A handwritten signature in blue ink that reads "Susan Roterman".

Alfred Benesch & Company

Susan Roterman
Project Engineer

CC: Darin Carrington, Inkster City Treasurer
Eric Tucker, P.E., Project Manager
File: 20-03_INK

Attachments:

Pre-Bid Meeting- Sign-in Attendance Sheet
20-03_INK Bid Tabulation – Lead Service Line Replacement

20-03_INK



PROJECT MANUAL
AND
CONTRACT DOCUMENTS:
20-03_INK Lead Service Line Replacement

City of Inkster
Wayne County, Michigan
2/11/2020

Prepared by:



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PROCUREMENT AND CONTRACTING REQUIREMENTS

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ADVERTISEMENT FOR BIDS

**City of Inkster
Department of Public Services
Inkster, Michigan**

20-03_INK - Lead Service Line Replacement

Sealed Bids for the construction of the 20-03_INK - Lead Service Line Replacement to be received, from qualified bidders, by the City of Inkster, at the office of the City Clerk, until **10:00 A.M.** local time on **March 2, 2020** at which time the Bids received will be publicly opened and read.

The Project consists of all construction improvements and materials for water service lead replacements as show in the drawings and related provisions herein.

Work may need to be completed on Saturdays to accommodate residents. No additional compensation will be allowed for work completed on Saturdays.

The project will be constructed in the accordance with the City of Inkster specifications.

Bids will be received for a single Prime Contractor. The Bids shall be on a Lump Sum and Unit Price basis as Indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Alfred Benesch & Company, 615 Griswold St Detroit Michigan, 48226, for any specific questions regarding this advertisement, please Susan Roterman at SRoterman@Benesch.com by **February 20, 2020**. Questions must be submitted in writing. Questions received after this time will not be answered. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30 am and 4:00 pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bid Documents and associated addenda will be available on the internet through the Michigan Intergovernmental Trade Network (MITN – www.MITN.info) where they can be viewed electronically. Distribution of the Bid Documents through any means of delivery should be coordinated by the Bidder at their own cost. The date that the bidding documents are transmitted from MITN will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available.

Sealed Bids shall be submitted on the forms provided in the Bid Documents. Bid security shall be furnished in accordance with the Instructions to Bidders, payable to the City of Inkster.

Each Bidder agrees to waive any claim It has or may have against the Owner, Engineer, and their respective Employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

The City reserves the right to accept or reject any or all base or alternative Bid items of work, in whole or in part, and to waive any informalities, therein when such waiver is in the interest of the Owner, and to award the contract to other than the low Bidder.

A mandatory pre-bid conference will be held at 11:00 am local time on February 17, 2020 at the City of Inkster City Hall located at 26215 Trowbridge Street, Inkster, MI 48141. Attendance at the pre-bid conference is mandatory.

Bids shall remain firm for a period of ninety (90) days.

Owner: City of Inkster

By: Felecia Rutledge

Title: City Clerk

Date: February 10, 2020

INSTRUCTIONS TO BIDDERS

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.
 - B. *Owner* – One who the bid is submitted to, City of Inkster.
 - C. *Bidder* – One who submits the Bid directly to the Owner as Distinct from a sub bidder, who submits a bid to a bidder.
 - D. *Successful Bidder* – the lowest, responsible, and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

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 Ten (10) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous similar 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. Bidder's state or other contractor license number, if applicable.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
 - D. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. The Contractor will be required to access private property. 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. If available, the Supplementary Conditions identify:

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

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

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

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

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

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct any Site visits during normal working hours, and shall not disturb residents or 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. No work shall be performed outside of the Right of Way prior to Award.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

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

4.05 Other Work at the Site

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS**5.01 It is the responsibility of each Bidder before submitting a Bid to:**

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all available data, such as reports and drawing, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

INSTRUCTIONS TO BIDDERS

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

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda 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.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents as deemed advisable by the Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other Individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for 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.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

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

INSTRUCTIONS TO BIDDERS

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

ARTICLE 14 – BASIS OF BID

14.01 *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.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is

INSTRUCTIONS TO BIDDERS

submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location indicated in the advertisement or invitation to bid.

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

INSTRUCTIONS TO BIDDERS

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such Investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers and any other person or organizations to perform and furnish the work in accordance with the Contract Documents

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within fourteen (14) 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 seven (7) 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. Provisions concerning retainage are stated in the agreement.

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BID FORM**20-03_INK – Lead Service Line Replacement****ARTICLE 1 – BID RECIPIENT****1.01 This Bid is submitted to:**

**City of Inkster
26215 Trowbridge
Inkster, MI 48141**

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.

- 1. Substantial completion date: September 18, 2020**
- 2. Contract completion and final inspection date: October 31, 2020**

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 ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.****ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:****A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:**

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.**C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.****A. Bidder has carefully studied all available data, such as reports and drawing, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;****D. 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**

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20-03_INK Lead Service Line Replacement

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.

- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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 anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Inkster, all in accordance with the Plans and Drawings, MDOT 2012 Standard Specifications for construction, and other Specifications referenced in this proposal and other Contract Documents at the unit prices hereinafter set forth.

The first 3 numbers of the item code refer to the corresponding section in the MDOT specifications. Unique pay items (7000) are described in the Special Provision section of these documents.

20-03 _INK Lead Service Replacement

Item Number	Description	Bid Quantity	Unit	Unit Price	Unit Total
2040055	Sidewalk, Rem	375	Syd	\$ 9.00	\$ 3375.00
2047011	Pavt, Rem, Special	270	Syd	\$ 18.00	\$ 4860.00
6037011	Conc Pavt Repair, Roadway	270	Syd	\$ 102.00	\$ 27,540.00
6037011	Conc Pavt Repair, Driveway	55	Syd	69.00	\$ 3795.00
8030011	Sidewalk, Conc, 4 Inch	3300	Sft	\$ 6.00	\$ 19,800.00
8237050	Water Service, Case 1, _ Inch	7	Ea	\$ 3800.00	\$ 26,600.00
8237050	Water Service, Case 2, _ Inch	7	Ea	\$ 3800.00	\$ 26,600.00
8237050	Water Service, Case 3, _ Inch	66	Ea	\$ 4093.00	\$ 270,138.00
8237050	Water Service, Case 3, 3 Inch	1	Ea	7500.00	\$ 7500.00
8237050	Water Service, Investigation Only	20	Ea	\$ 1000.00	\$ 20,000.00

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20-03 _INK Lead Service Line Replacement

BID FORM

Item Number	Description	Bid Quantity	Unit	Unit Price	Unit Total
8237050	Curb Stop	10	Ea	\$ 100.00	\$ 1,000.00
8237050	Failed Attempt – Cable Method	10	Ea	\$ 1,300.00	\$ 13,000.00
8237050	Failed Attempt – Boring Method	10	Ea	\$ 50.00	\$ 500.00

Bid Total \$ 424,708.00

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

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- A. Project is to be substantially completed by September 18, 2020.
 - B. Project final completion date is October 31, 2020
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors, if any;
 - C. List of Proposed Suppliers, if any;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 2102171425 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and

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]*

Lang Constructors, Inc.

By:

[Signature]

[Printed name]

Jeffrey T. Lang

(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]

Jeffrey T. Lang

Title:

Project Manager

Submittal Date:

March 2, 2020

Address for giving notices:

9145 Corunna Road

Flint, MI 48532

Telephone Number:

(810)743-6702

Fax Number:

(810)743-7090

Contact Name and e-mail address:

office@langbuild.com

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BID BOND – PENAL SUM

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

City of Inkster
26215 Trowbridge
Inkster, MI 48141

BID

Bid Due Date: March 2, 2020

Description: 20-03_INK – Lead Service Line Replacements, Inkster Michigan

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum 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 the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID BOND - DAMAGES

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

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*

City of Inkster
26215 Trowbridge
Inkster, MI 48141

BID

Bid Due Date: March 2, 2020
Description: 20-03_INK Lead Service Line Replacement

BOND

Bond Number:
Date:
Penal sum

(Words)

(Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

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

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

BID BOND - DAMAGES

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable

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

THIS AGREEMENT is by and between City of Inkster, whose address is 26215 Trowbridge Rd., Inkster, MI, 48141 ("Owner") and Lang Constructors Inc., whose address is 9145 Corunna Rd. Flint, MI 48532 ("Contractor").

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:

The work consists of the replacement of sixty-sever (67) existing Lead (Pb) water services and all appurtenances required to complete the work. The Contractor here by agrees to perform all work assigned by the Engineer no mater where located, at the Unit Prices established in the Bid Schedule.

The Contractor shall complete the replacement of sixty-seven (67) existing Lead (Pb) water services. Upon completion of all locations in Priority 1, the Contractor is to proceed with locations in Priority 2 in the order provided until the total number of replaced water services is sixty-seven (67).

The work of the Lead Service Line Replacement is both in the ROW and on private property to the water meter and will include the coordination between the Contractor and the Owner, City of Inkster Department of Public Services (DPS). Contractor to coordinate with the DPS for interaction and communication with residents. DPS shall be responsible for contacting, notifying, delivery of notices, and scheduling of water service line replacement.

The Contractor hereby agrees to perform all work assigned by the Engineer no matter where located, at the Unit Prices established in the Bid Schedule. The Contractor agrees that any work including unmarked underground utilities that may be required to complete any specific item shall be considered incidental and no claim for additional compensation will be made.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 20-03_INK Lead Service Line Replacement

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Alfred Benesch & Company

- 3.02 The Owner has retained Alfred Benesch & 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: Dates*

- A. Contractor shall begin work under this Contract after receipt of written Notice to Proceed and begin on, or shortly after, April 6, 2020, and shall prosecute it in such a manner as will bring the work of this contract to substantial completion by September 18, 2020 and completing this work by October 31, 2020, except as such time limits may be advance in accordance with the provisions herein. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.
- B. The Work will be substantially completed by the date outlined by Article 6 of the Bid Forms, 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 by the date outlined by Article 6 of the Bid Forms section. In no case shall the Contractor miss the Substantial Completion date of September 18, 2020.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 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 Work, at the prices stated in the contractor's Bid, as show on the included Bid Form.

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.

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 first 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. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (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 one hundred (100) 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 – CONTRACTOR'S REPRESENTATIONS

- 7.01 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 available data, such as reports and drawing, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques,

sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Contractor's completed Bid Form (page 19-23, inclusive)
 - 2. This Agreement (page 29-36, inclusive).
 - 3. General Conditions (pages 45-108, Inclusive).
 - 4. Supplementary Conditions (pages 115-130, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Project Log (not attached but incorporated by reference) consisting of 8 pages with each page bearing the following general title: 20-03_INK Lead Service Line Replacement.
 - 7. Michigan Department of Transportation 2012 Standard Specifications for Construction.
 - 8. Addenda (Inclusive).
 - 9. Exhibits to this Agreement (Inclusive)
 - 10. Project Schedule, provided after Award.
 - 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 8.01. 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 8 and the Project Manual.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – TERMINATION

9.01 *Termination for Convenience*

- A. Owner shall have the right to terminate this contract with or without cause, for the convenience of the Owner. In the event of termination for the Owner's convenience, compensation to the Contractor shall be made on the same basis as that provided for in the Agreement between Owner and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

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 Contractors, 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.

AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. 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 _____ (Effective Date of the Agreement)

OWNER:

City of Inkster

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

26215 Trowbridge Rd

Inkster, MI 48141

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

CONTRACTOR:

Lang Constructors Inc.

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

City of Inkster
26215 Trowbridge
Inkster, MI 48141

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: 20-03_INK Lead Service Line Replacement

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

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

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

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

EJCDC® C-610, Performance Bond

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20-03_INK Lead Service Line Replacement

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 Owner's 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.

EJCDC® C-610, Performance Bond

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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:

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PAYMENT BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

City of Inkster
26215 Trowbridge
Inkster, MI 48141

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: _____

Description: 20-03_INK Lead Service Line Replacement

BOND

Bond Number: _____

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

Amount: _____

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

EJCDC® C-615, Payment Bond

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PAYMENT BOND

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

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PAYMENT BOND

- 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:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

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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.

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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.

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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. If required, 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. If requested, Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**5.01 Availability of Lands**

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

- A. *Contractor's Responsibilities:* The Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on Information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

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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 upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. **Workers' Compensation:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 - 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
 - E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
 - F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
 - G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
 - H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

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Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. **General provisions:** The policies of Insurance required by this Paragraph 6.03 shall:
 1. Include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other Insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 **Owner's Liability Insurance**

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

6.05 **Property Insurance**

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

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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

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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.

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- 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 consider 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. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other Individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other Individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

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

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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

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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 Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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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:

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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

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alter others' work with the written consent of Engineer and the others whose work will be affected.

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 Insurance

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

9.07 Change Orders

- 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

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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 as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. 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

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Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

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indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, 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

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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. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. 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.
- 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 claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

ORDER OF PREFERENCE

The specifications in this book shall be taken in the following order of preference. The number one specification supersedes all specifications below it if there is a conflict between the specifications.

1. General Conditions and Project Specifications within these Contract Documents
2. Unique Special Provisions within these Contract Documents
3. Project Plans and Drawings
4. MDOT Supplementary Specifications
5. 2012 MDOT Standard Specifications for Construction

This order shall hold throughout these specifications and shall be considered as part of the Contract Documents.

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Inkster, MI Code of Ordinances

§ 37.20 CONTRACTOR'S REQUIREMENTS.

- A. Notwithstanding its compliance with any other requirement of city ordinances, no bidder shall be awarded an eligible project unless the Contract Compliance Officer/Personnel Director has approved the LBE, MBE and FBE participation program of the bidder designed by said bidder to meet the applicable yearly goals set for such projects, which requirements shall be to be incorporated into its contract with the city and which program shall include, at a minimum, the following:
1. The listing by the bidder and its response to an invitation for bid or request for proposal, of the names of LBEs, MBEs and FBEs to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work. Such names of LBEs, MBEs and FBEs shall not be changed after the submission of bids or proposals without the prior approval of the Contract Compliance Officer/Personnel Director; such approval shall not be unreasonably withheld.
 2. Bidders who fail to identify the LBEs, MBEs and FBEs by name, scope of work and dollar value of work in their bids or proposals sufficient to meet the LBE, MBE and FBE percentage goals shall not be awarded eligible projects; such proposals or bids to include the following:
 - a. Copies of written notification of LBEs, MBEs and FBEs that their interest in the subcontractor solicited;
 - b. A statement of the efforts made to select portions of the work proposed to be performed by LBEs, MBEs and FBEs in order to increase the likelihood of achieving the stated goal;
 - c. A statement of the efforts made to negotiate with LBEs, MBEs and FBEs, including, at a minimum: the names, addresses and telephone numbers of LBEs, MBEs and FBEs who are contacted; a description of the information provided to LBEs, MBEs and FBEs regarding the plans and specifications for portions of the work to be performed; and a statement of the reasons why additional agreements with LBEs, MBEs and FBEs, if needed to meet the stated goals, were not reached;
 - d. A statement of efforts made to assist LBEs, MBEs and FBEs contacted who needed assistance in obtaining bonding and insurance which the bidder requires; and
 - e. As to each LBE, MBE and FBE contacted, but which the bidder considered not to be qualified, a statement of the reasons for the bidder's conclusion.
- B. The Personnel Director shall consider such application prior to the award of the eligible project in question and shall grant administrative waivers where reasonable good-faith efforts are shown. ('68 Code, § 2-1705) (Ord. 603, passed 8-15-83)

§ 37.21 INCORPORATING LMFBE CLAUSE IN CONTRACTS FOR ELIGIBLE PROJECTS.

All contracts for eligible contractors hereinafter entered into by the city shall incorporate a LMFBE clause. This requirement shall be considered to have been complied with when such quoted LMFBE clause is set forth in an exhibit attached to the contract and appropriate language incorporating the exhibit into the contract is set forth in the contract.

A. The LMFBE clause shall read as follows:

The contractor agrees to make all good-faith, best efforts to meet the goals of this agreement by making available opportunities for local, minority and female business enterprise participation in the work set forth within this agreement, and shall take the following actions as part of its good-faith, best efforts:

1. Notification to community organizations that the contractor has subcontractor opportunities available and maintenance of records of the organization's response.
2. Maintenance by the contractor of a file of the names and addresses of each local, minority and female business referred to it and action taken with respect to each such referred business;
3. Dissemination of the contractors local, minority and female business enterprise policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media specifically including minority news media; and by notifying and discussing it with all subcontractors and appliers.
4. Specific and continuing personnel (both written and oral) recruitment efforts directed at local, minority and female contractor organizations, local, minority and female recruitment organizations and local, minority and female business assistance organizations.
5. Subdivision of the contract into as many segments as practical to allow the greatest opportunity for participation by LBEs, MBEs and FBEs.
6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many LMFBE subcontractors as possible.
7. Adoption of the LBE, MBE and FBE participation program submitted with its response to the invitation for bid or request for proposal obligations under this agreement.
8. Submission of monthly reports on the forms and to the extent required by the Contract Compliance Officer/Personnel Director, to be due on the last day of each month following the award of the work set forth in this agreement.

B. The contractor further agrees that any breach of the LMFBE provisions contained herein shall subject it to any of the following penalties:

1. Refusal of all future bids for any eligible project with the city or any of its department or divisions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the LMFBE provisions contained herein.
2. Cancellation of the eligible projects.

('68 Code, § 2-1706) (Ord. 603, passed 8-15-83)

§ 37.22 LBE/MBE/FBE CERTIFICATION.

The Contract Compliance Officer/Personnel Director shall determine the eligibility of LBEs, MBEs and FBEs for participation in city eligible projects according to the following standards:

- A. Bona fide minority group memberships shall be established on the basis of the individual's claim that he or she is a member of a minority group and is so regarded by that particular minority community.
- B. An eligible LBE, MBE or FBE under this program shall be an independent business. The ownership and control by local individuals, minorities or females shall be real, substantial, and shall be indicated by customary incidence of ownership, as demonstrated by an examination of the substance rather than the form of ownership and operating arrangement.
- C. The local, minority or female owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day, as well as any, decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions which limit the customary discretion of the local, minority or female owners. There shall be no restrictions by partnership agreements, charter requirements, or other arrangements which prevent the local, minority or female owners from making a business decision of the firm without the cooperation or vote of any owner who is not local, minority or female.
- D. In such instance, where the actual management of an LMFBE is contracted out to individuals other than the owner, those persons who have the ultimate power to hire and fire the managers and, for the purpose of this chapter, be considered as controlling the business.
- E. All securities which constitute ownership or control of an entity for purposes of establishing it as a LBE, MBE or FBE must be held directly by local, minority or female individuals. No securities held in trust or by any guardian for a minor shall be considered held by local individuals, minorities or females in determining the ownership or control of a corporation.
- F. The Contract Compliance Officer/Personnel Director, shall make investigation of LBE, MBE and FBE ownership arrangement beyond formal documents submitted by such entities if the firm is newly formed or the firm has local, minority and/or female ownership of less than 100%; there is a previous or continuing employer-employee relationship between or among present owners; a business which is not a LBE, MBE or FBE has an interest in such entity; or the ownership of the firm has changed since documents have been submitted to the Contract Compliance Officer/Personnel Director.

('68 Code, § 2-1707) (Ord. 603, passed 8-15-83)

§ 37.23 LBE/MBE/FBE PARTICIPATION.

LBE, MBE and FBE participation shall be counted toward the applicable goals as follows:

- A. Once a firm is certified as such, the total dollar value of the contract awarded to the LBE, MBE or FBE is counted toward the applicable goals.
- B. A LBE, MBE, or FBE which is owned and controlled by both minority males and females is counted toward the minority and female goals in proportion to the percent of ownership of each group member.
- C. LBE, MBE, FBE suppliers shall be credited as follows: 100% of the contract amount for LBE/MBE/FBE suppliers who manufacture the goods supplied; and all LBE/MBE/FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives will be credited with 100% of the price of their contract; however, only 25% of

the LBE/MBE/FBE goal may be obtained with non-manufacturing supplier contracts to LBEs/MBEs/FBEs.

- D. In those contracts of which an extraordinarily large proportion of the contract price is for equipment or supplies, the City Council or Mayor may set a lower project goal than otherwise would be required for increase the 25% limit for supplier's, or a combination of the two.
- E. The Contract Compliance Officer/Personnel Director shall grant certification of an approved LBE, MBE or FBE for a period of two years. All companies must request recertification of their business. If a LBE, MBE or FBE is denied certification on the basis of information submitted, the company cannot reapply for certification for a period of one year from the date of the notice of denial, provided that said company shall have the right to appeal said denial before the City Council, and to be certified if said appeal is decided in its favor.

('68 Code, § 2-1708) (Ord. 603, passed 8-15-83; Am. Ord. 760, passed 1-6-97)

§ 37.24 LMFBE ADVISORY COMMITTEE.

- A. The City Council has the authority to establish an LMFBE Advisory Committee which, as an advisory group only, shall assist the City Council, the Mayor, the Personnel Director and any other designee in reviewing the continuing programs of contractors and subcontractors concerning local, minority and female business participation, and which shall make recommendations to the City Council concerning such programs. The Committee shall consist of seven members, of whom the Mayor shall appoint one and the Council shall appoint one.
- B. Members of the Committee shall serve two-year terms. The membership of the Committee shall include representatives of the city, contractors, trade associations, and private nonprofit and profit-making organizations concerned with local, minority and female business enterprises.

('68 Code, § 2-1709) (Ord. 603, passed 8-15-83)

SUPPLEMENTARY CONDITIONS

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

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

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

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

- SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Geotechnical Baseline Report (GBR) — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

Geotechnical Data Report (GDR) — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

- SC-1.01 Amend Paragraph 1.01.A.10 to read as follows:

10. *Claim*—(a) A demand, assertion, or legal arbitration proceeding by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both, or performance; 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.

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SC-1.01 Amend Paragraph 1.01.A.26 to read as follows:

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

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.48:

49. *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 per the approved progress schedule developed by the Contractor.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

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

- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner 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-2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to three (3) printed or hard copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional copies will be furnished upon request at the cost of reproduction.

SC-SC-2.07 Waiver of Claims

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

2.07 *Waiver of Claims*

- A. Execution of the Contract by the Contractor shall constitute a waiver and release by the Contractor of any claim which the Contractor may have against the Owner arising out of any event or circumstances before the Effective Date, including but not limited to any Claim arising out of delays in the Owner’s signing of the Contract, awarding the Contract, or giving Notice of Award.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01 Amend Paragraph 4.01.A to read as follows:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 45 days after the Effective Date of the Agreement.

SC-4.05 *Delays in Contractor's Progress*

SC-4.05 Add the following new paragraph immediately after Paragraph 4.05.G:

- H. For unreasonable delays caused by right-of-way required to construct the work; utilities not moved according to the contract; other related contracts impacting the controlling operation; payment may be allowed for idled equipment. The equipment must be on the site at the time of the delay. The rental rate for idled equipment will be one-half of the rate, per rental agreement established in 13.01.B.5.c and no payment for operating costs will be allowed.

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

SC-5.01 *Availability of Lands*

SC-5.01 Delete Paragraph 5.01.B in its entirety.

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. Unless otherwise stated in Section Available Reference Data, the Engineer relied upon the following reports of explorations and tests of subsurface conditions at the Site in the preparation of Drawings and Specifications:
 - 1. NONE.
- D. Unless otherwise stated in Section 00 31 17: Available Reference Data, the Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site in the preparation of Drawings and Specifications:
 - 1. NONE.
- E. Copies of reports and drawings itemized in SC-5.03.C and SC-5.03. D that are not included with Bidding Documents may be examined at Engineer's Office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer in the preparation of Drawings and Specifications.

Contractor is also required to visit the Site to become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

SC-5.05 Underground Facilities

SC-5.05 Amend Paragraph 5.05.A by striking out the following words:

- A. Contractor's Responsibilities:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, or by others.

SC-5.05 Amend Paragraph 5.05.B to read as follows:

B. Underground Facilities Not Shown or Indicated

- 1. 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.**

SC-5.05 Add the following new paragraphs immediately after Paragraph 5.05.B.1:

2. Underground Facilities Owned By Owner or By a Public Corporation Assessed By the Owner

- a. In the event that the owner of such Underground Facility is the Owner or is a public corporation assessed by the Owner for the cost of the Work, if the Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Time or Contract Price or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Underground Facility. In no case shall the equitable adjustment to Contract Price exceed one-half of Contractor's Cost of Work, as defined by Paragraph 13.01, due to the existence or location of the Underground Facility. Contractor will conclusively be presumed to know of any Underground Facility reflected in the Plans or in the records of Miss Dig, whether or not marked in the field. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of an adjustment in Contract Time or Contract Price, Owner or Contractor may make a Claim therefore as provided in Paragraph 12.01.**

Underground Facilities Neither Owned By Owner Nor By a Public Corporation Assessed By the Owner

- b. In the event that the owner of such Underground Facility is not the Owner or is a public corporation assessed by the Owner for the cost of the Work,**

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if the Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Time or Contract Price or both, to the extent that it is attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Underground Facility. In no case shall the equitable adjustment to Contract Price exceed one-half of Contractor's Cost of Work, as defined by Paragraph 13.01, due to the existence or location of the Underground Facility. Contractor will conclusively be presumed to know of any Underground Facility reflected in the Plans or in the records of Miss Dig, whether or not marked in the field. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of an adjustment in Contract Time or Contract Price, Owner or Contractor may make a Claim therefore as provided in Paragraph 12.01, subject in the case of Contract Price to the cap on adjustments at one-half the Cost of Work.

3. For the purposes of this Paragraph 5.05B, "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 *Hazardous Environmental Conditions*

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following sentence immediately after Paragraph 6.01.B:

1. Additionally, the bonds shall be executed by sureties with A.M. Best rating of "A" or better.

SC-6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. In order to determine financial strength and reputation of Insurance carriers, all companies providing the coverage required shall have a policy holder's service rating no lower than "A" as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than "A" will be acceptable only upon written consent of the Owner.

SC-6.02 Amend the first sentence of Paragraph 6.02.C:

- C. Contractor shall deliver to Owner and Engineer, 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.

SC-6.03 Contractor's Insurance

SC 6.03 Amend the Paragraph 6.03.A.1 to read as follows:

1. claims for damages because of bodily injury, occupation sickness or disease, or death of Contractor's employees; including but not limited to claims under workers' compensation, disability benefits, and other similar employee benefit acts.

SC 6.03 Amend the Paragraph 6.03.A.3 to read as follows:

1. claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states)

SC 6.03 Add the following new Paragraph immediately after Paragraph 6.03.B.3:

4. all claims for damages to the Work itself.

SC 6.03 Add the following new sentence at the end of Paragraph 6.03.C.1.b

Coverage shall eliminate any exclusion with regard to property under the care, custody, and control of Contractor.

SC 6.03 Add the following new Paragraphs immediately after Paragraph 6.03.G:

1. Include as additional insured (subject to any customary exclusion regarding professional liability) the individuals or entities listed within SC-6.03.K.6, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, 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 noncontributory coverage for all claims covered thereby.
2. Include a waiver of subrogation rights endorsement.

SC 6.03 Add the following new sentence at the end of Paragraph 6.03.I.1:

All insurance coverage except that required per 6.03.A.1 and 6.03.D shall be written on a project-specific basis.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall be exclusive of, and shall not be reduced by, any costs, expenses or fees incurred by the insurer in connection with the investigation, settlement, adjustment, defense, or appeal of any claim or suit covered by said insurance, including, but not limited to, actual attorney's fee. The Contractor shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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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:	\$ 100,000
Foreign voluntary worker compensation	Statutory

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:	
Each accident	\$ 1,000,000
[or]	
Combined Single Limit of	\$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

5. Contractor's Pollution Liability:

Each Occurrence	Included in Professional Liability
General Aggregate	Included in Professional Liability

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If box is checked, Contractor is not required to provide Contractor's Pollution Liability Insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

- a. City of Inkster
- b. Alfred Benesch & Company, The Engineer
- c. Michigan Department of Transportation (MDOT)
- d. Wayne County

7. Contractor's Professional Liability:

Bodily Injury:

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

Property Damage:

Each Accident	\$ 1,000,000
Contract Aggregate	\$ 2,000,000

8. Owner's Professional Liability:

Per Occurrence	\$ _____
Aggregate	\$ _____

SC-6.04 Owner's Liability Insurance

SC-6.04. Delete Section 6.04 in its entirety and replace with the following:

- 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
- B. 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 subcontractors), including loss due to perils of explosion, collapse and underground hazard.

SC-6.05 *Property Insurance*

SC-6.05. Delete Section 6.05 in its entirety

SC-6.06 *Waiver of Rights*

SC-6.06. Delete Section 6.06 in its entirety

SC-6.07 *Receipt and Application of Property Insurance Proceeds*

SC-6.07. Delete Section 6.07 in its entirety

SC-6.08 *Installation Floater*

SC-6.08. Add Section 6.08 Installation Floater and the following new Paragraph immediately after Paragraph 6.07C:

Installation Floater

- A. The Contractor shall purchase an Installation Floater covering property of the project for the cost of replacement, less \$1,000 deductible, as of the time of any loss which shall include, as named Insureds, (a) the Contractor, (b) all Subcontractors, and (c) the Owner and Engineer, as their respective Interest may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be affected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft and earthquake, with exclusions normal to the cover. The Contractor may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any Insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as Trustee for the other Insureds.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01 *Supervision and Superintendence*

SC-7.01 Add the following new Paragraphs immediately after Paragraph 7.01.B:

- C. The Contractor and any of its Subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to its hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sexual orientation, national origin, or ancestry. Breach of the covenant may be regarded as a material breach of this Contract

SC-7.02 *Labor; Working Hours*

SC-7.02. Amend the first and second sentences of Paragraph 7.02.B to read as follows:

"...all Work at the Site shall be performed during regular working hours, (7 am -7 pm), Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday without written authorization from Owner.

SC-7.02 Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Allowable work hours will be controlled by Local Ordinances
2. Allowable work hours for specific Items of Work will be further limited as noted in "Permits" detailed in General Requirements

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

SC-7.06. Add the following new subparagraphs immediately after Paragraph 7.06.A:

1. The Contractor shall perform, with its own organization, contract Work amounting to not less than 50 percent of the total cost, except that any Items designated in the contract as "Specialty Items" [mechanical, electrical] 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.
2. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Owner or its authorized representative. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

SC-7.06. Add the following new subparagraphs immediately after Paragraph 7.06.O:

- P. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- Q. The Owner shall be a third-party beneficiary of all subcontracts entered into by the Contractor.

SC-7.18 *Indemnification*

SC-7.18. Delete SC-7.18 in its entirety and insert the following in its place:

7.18 *Indemnification*

- A. The following persons or entities are "additional indemnities" under Paragraph 7.18A.
 1. The following persons or entities are "additional indemnities" under Paragraph 7.18A.
 2. Alfred Benesch & Company.
- B. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner, Engineer and their

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respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demands") caused by, arising out of, resulting from or occurring in connection with.

1. Contractor's breach of, or failure to comply with, the Agreement or any other contract that it enters into regarding the Work, including any Default; or.
 2. Personal injury or death to any person (including, but not limited to, Contractor, Contractor's employees, Subcontractors, Subcontractors' employees and material suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with (a) the Work, (b) any activity associated with the Work or (c) the operations or acts of commission or omission of Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom Contractor is legally liable in the performance of Work (including under this Agreement), whether arising before or after completion of the Work, and whether caused in whole or in part by the active or passive negligence or other fault of a party indemnified.
- C. Contractor's indemnity obligations under Paragraph 7.18 of this Agreement shall include, but are not limited to:
1. Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any Demand requiring indemnity by this Agreement;
 2. All expenses, including, but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from Contractor if Contractor fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;
 3. All indemnification obligations imposed upon Owner or Engineer, or both, arising out of or in connection with the Work or the Agreement; and
 4. Indemnification for any penalties and/or fines arising or resulting from Contractor's or any Subcontractor's failure to comply with laws and/or regulations applicable to its/their work.
- D. Owner's, Engineer's or other indemnitee's fault or negligence shall not be a defense to or bar Contractor's duty to indemnify Owner, Engineer or such indemnitee except where the negligence of the Owner, Engineer or indemnitee is the sole cause of the injury giving rise to the Demand.
- E. The indemnification rights under Paragraph 7.18 of this Agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist.
- F. Owner, at its option, may select counsel to defend any Demand brought against it without impairing any obligation of the Contractor to provide indemnification.
- G. The indemnification provisions under Paragraph 7.18 of this Agreement shall survive the completion or termination of this Agreement.
- H. In the case of claims by any employee of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the

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indemnification obligations under Paragraph 7.18 of this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Paragraph 7.18 of this Agreement.

- I. The indemnification obligations of Contractor under Paragraph 7.18 of this Agreement shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising solely 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.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Coordination

SC-8.02 Add the following new paragraph immediately after Paragraph 8.02.B:

- C. Other work may be performed at the Site by:
 1. Owner's Staff
 2. *8.04 Claims Between Contractors*

SC-8.04 Add the following new paragraph immediately after Paragraph 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator

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or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

- B. if Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 *Replacement of Engineer*

SC-9.02 Delete Paragraph 9.02.A in its entirety and insert the following in its place:

- A. "Owner may at its discretion appoint an Engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

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

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

SC-11.06 *Change Proposals*

SC-11.06 Delete Paragraph 11.06.A.3 in its entirety and insert the following in its place:

- A. Engineer's written action under Paragraph 11.06.A.2 will be final and binding upon Owner and Contractor, but does not preclude Owner and/or Contractor from any rights and remedies available under Michigan Law.

ARTICLE 12 – CLAIMS

SC-12.02 *Certain Limitation on Contractor Claims for Damages*

SC-12.02 Add the following new paragraphs immediately after Paragraph 12.01:

12.02 *Certain Limitation on Contractor Claims for Damages*

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- A. Contractor agrees that in any Claim, its damages will be computed pursuant to Article 13, and in no case shall its damages exceed the actual cost incurred to perform the Work plus anticipated profit arising from the Work.
- B. In any Claim or any other suit or proceeding against the Owner, in addition to any costs excluded by Paragraph 13.02.B, Contractor waives damages incurred by the Contractor for principal or home office expenses including the compensation of personnel stationed there; for fixed costs, overhead, labor and benefits for plant, equipment and personnel not assigned to perform the Work; for expenses, losses or damages associated with financing or bonding expenses or the availability of financing or bonding associated with the Work or any other business activity; for damages to business and reputation; for loss of profit except anticipated profit arising from the Work; and for loss of work, profit or recovery of fixed costs, overhead, labor and benefits associated with other projects which Contractor had or might have had but for its retention by Owner to perform the Work.

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

SC-13.01 *Cost of the Work*

SC 13.01 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", Equipment Watch, Intertec Publishing*. 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 *Unit Price Work*

SC 13.03 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 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular Item of Unit Price Work actually furnished or performed by Contractor differs

by more than 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; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 *Progress Payments*

SC 15.01 Amend the first sentence of Paragraph 15.01.B.1 to read as follows:

1. At least 10 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.

SC-15.01 Delete Paragraph 15.01.C.1 of the General Conditions in its entirety and insert the following in its place:

1. Payment becomes due to Contractor 45 days after presentation of the application for payment to Owner.

SC-15.01 Amend the first sentence of Paragraph 15.01. D.1. to read as follows:

1. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner setoffs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 *Substantial Completion*

SC-15.03 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.

SC-15.06 *Final Payment*

SC-15.06 Amend Paragraph 15.06. A.1. to read as follows:

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.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 *Meet to Confer and Negotiate*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Meet to Confer and Negotiate*

- A. Engineer's action under Paragraph 11.06.A.2 or a denial pursuant to Paragraphs 11.06.A.2 or 12.01.F 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.**
- B. 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.**
- C. If the negotiations contemplated by Paragraph 17.02.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under 17.02.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.**
- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 11.06.A.2 or a denial pursuant to Paragraphs 11.06.A.2 or 12.01.F shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor agrees with the other party to submit the Claim to another dispute resolution process.**
- E. See the final resolution of disputes under 17.01.B.**

ARTICLE 18 – MISCELLANEOUS

SC-18.06 *Survival of Obligations*

SC-18.06 Delete Paragraph 18.06.A. in its entirety.

SC-18.07 *Controlling Law*

SC-18.07 Delete Paragraph 18.07.A. in its entirety.

Work Change Directive No. _____

Date of Issuance:

Effective Date:

Owner: City of Inkster

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Alfred Benesch & Company

Engineer's Project No.:

Project: 20-03_INK Lead Service Line
Replacement

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]***Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.☐ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:☐ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other**RECOMMENDED:**

By:

Engineer (Authorized Signature)

Title:

Date:

AUTHORIZED:

By:

Owner (Authorized Signature)

Title:

Date:

RECEIVED:

By:

Contractor (Authorized Signature)

Title:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

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Change Order No. _____

Date of Issuance: _____ Effective Date: _____
 Owner: City of Inkster Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: Alfred Benesch & Company Engineer's Project No.: _____
 Project: 20-03_INK – Lead Service Line Replacement Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

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Field Order No. _____

Date of Issuance: _____

Effective Date: _____

Owner: City of Inkster

Owner's Contract No.: _____

Contractor: _____

Contractor's Project No.: _____

Engineer: Alfred Benesch & Company

Engineer's Project No.: _____

Project: 20-03_INK – Lead Service Line
Replacement

Contract Name: _____

Contractor is hereby directed to promptly execute this Field Order, Issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____

Specification(s)

Drawing(s) / Detail(s)

Description: _____

Attachments: _____

ISSUED: _____

RECEIVED: _____

By: _____

Engineer (Authorized Signature)

By: _____

Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Copy to: Owner

EJCDC® C-942, Field Order.

20-03_INK Lead Service Line Replacement Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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GENERAL PROJECT SPECIFICATIONS

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PROGRESS CLAUSE AND CONSTRUCTION SEQUENCING

PART 1 – GENERAL

1.1 PROGRESS OF THE WORK

- A. Refer to Article 4 – Contract Times of the Agreement. Work may start after receiving a written Notice to Proceed from the Owner and in no case shall any work commence prior to the receipt of such Notice to Proceed.
- B. During construction, inconvenience to residents must be kept to a minimum. This includes coordination of water main shut-downs, water service shut-downs, control of dust and debris, and disruption of traffic.
- C. The Contractor shall adhere to Article 4 – Commencement and Progress of the Work of the General Conditions regarding progress of the work. The following restrictions shall also apply throughout the duration of the Contract unless otherwise approved in writing by the Owner:
 - 1. The Contractor shall perform construction operations in accordance with Section 11 of the Supplemental Project Notes.

1.2 PROJECT SCHEDULE

- A. The Engineer and Owner will work with residents to schedule dates for the work to be completed. The Schedule will be provided to the Contractor after award.
 - 1. Work on the project shall begin no earlier than April 6, 2020 and shall be substantially complete by September 18, 2020.
 - 2. The Contractor shall work with the Engineer and Owner to complete the work in accordance with the Schedule.
 - 3. Due to the nature of the work, work may need to be performed on Saturdays. No extra compensation will be made for work on Saturdays.
 - 4. Failure on the part of the Contractor to progress the work according to the approved Project Schedule may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is re-established.

1.3 SEQUENCE OF CONSTRUCTION

- A. The Contractor shall bid the project based on the sequence of construction as described in this section. After award of the Contract the Contractor may propose a different sequence, but any such proposal shall be subject to approval by the Engineer and Owner and may be rejected.

PROGRESS CLAUSE AND CONSTRUCTION SEQUENCING

- B. The entire project shall be considered substantially complete when sixty-seven (67) lead services have been replaced, inspected, and accepted by the Owner and Engineer.**
- C. The Contractor shall complete the lead service replacements in Priority 1 in a way that would limit the disruptions to residents and vehicular traffic.**
- D. After completing all sites in Priority 1, the Contractor shall complete the lead services in Priority 2 in sequence, unless otherwise directed by the Engineer.**

SUPPLEMENTAL PROJECT NOTES

1. GENERAL

These specifications form a part of the Specifications and Contract Documents for **20-03_INK Lead Service Line Replacement** with the requirements herein specified supplementing and/or superseding those contained in the balance of the Specifications and Contract documents.

2. EXISTING CONDITIONS

Each bidder shall personally visit the sites of the projects and pay particular attention to the existing conditions and the salient features of the projects in order to assure himself /herself of the amount of equipment, materials, and work required to satisfy the requirements of the project.

3. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction.

4. DISPOSAL OF REMOVED MATERIALS

All materials removed, with the exception of clean fill dirt where required for fill areas indicated on the plans, shall be disposed of off-site in accordance with all local, state and federal regulations. No exceptions will be considered, and all costs associated with transporting, disposing, etc., shall be considered as included in the appropriate bid items. When no specific bid item exists, the costs associated with compliance of this provision shall be considered incidental to the project.

5. EXCAVATION AND BACKFILL

All costs associated with excavation and backfill, including providing materials, trucking, handling, placing and compaction shall be considered as included in the appropriate bid items. When no specific bid item exists, the costs associated with compliance of this provision shall be considered incidental to the project.

6. WATER

If the Contractor desires to use City water for construction, he shall obtain the required permit from the City. A hydrant connection will then be issued to him by the Water Department. The Contractor must deposit the required fee as charged by the Water Department for the use of the hydrant connection. The unused portion of the deposited fee will be refunded to the Contractor upon the return of the connection. The use of privately-owned hydrant connections

is prohibited. When connections are made to hydrants, the Contractor shall promptly notify the City of Inkster Fire Department.

7. EXISTING WARNING AND REGULATORY SIGNS

All existing signs on this project are to be preserved and maintained as incidental to the project. All erected and existing signs which are damaged during the course of construction shall be replaced with new signs by the contractor at no additional charge to the Owner.

8. CLEANING OF STRUCTURES

The Contractor shall protect catch basins and manholes. All materials that enter the structures as a result of the contractor's operations shall be removed immediately. Prior to final acceptance of this project, all existing and proposed structures within the area disturbed by this construction shall be thoroughly cleaned of all debris.

9. REMOVING PAVEMENT

The unit price bid for removing and replacing pavement shall include disposal offsite of all materials removed in accordance with all local, state and federal regulations. No additional compensation will be considered for part width construction in order to facilitate and maintain traffic.

10. RESTORATION OF SPRINKLER SYSTEMS

The Contractor should exercise care when working within the City Right of Way between the back of curb and existing sidewalk to not damage existing sprinkler systems. The Contractor shall notify property owners (in writing with a copy sent to the Engineer) at least two (2) weeks in advance of any work to be done within this area. Property owners shall be advised to mark the locations of existing sprinkler heads for the Contractor.

Any repairs of sprinkler systems disturbed by the Contractor within and beyond the areas of work are incidental to this project. The Contractor shall be responsible to restore those areas equal to what existed prior to the start of construction and shall promptly restore the sprinkler system(s) in working order by making temporary or permanent repairs within five (5) days of the initial disruption.

11. HOURS OF OPERATION

The City of Inkster permits construction between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, unless otherwise authorized by the City. Work may be performed on Saturdays to accommodate residents, as approved by the Engineer. Should an emergency arise which would require working beyond the hours mentioned, the Contractor shall contact the Engineer for approval for work beyond the permitted hours.

12. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current Michigan Manual of Uniform Traffic Control Devices or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Inkster fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining traffic devices shall be incidental to the cost of the project.

13. MAINTAINING SOLID WASTE (RUBBISH) SERVICES

Rubbish collection shall not be interfered with by the Contractor's operations. If access to certain areas is blocked by the Contractor's operations, he shall transport the rubbish himself to a location accessible to the collection crews, incidental to the project.

14. INSURANCE FOR GRASS GROWTH

This contract will not receive final acceptance by the City until all work is completed and all disturbed landscape is restored to the same approximate condition as existed prior to construction. Grass restoration shall be per the plans and specifications.

To insure a dense growth of grass along all restored turf and landscaped areas, a minimum amount of \$10,000.00 may be withheld from payment to the Contractor. Upon satisfactory grass growth, the City will promptly make payment to the Contractor.

15. STRUCTURE ADJUSTMENTS

The Contractor shall adjust all utility covers as required to match the new grades. This shall include all materials, labor, tools, equipment and other items necessary to adjust the structure cover elevation up or down up to a maximum of 12 inches. Adjustment of existing structure covers shall be considered incidental to the project. The Contractor shall replace any structures or covers broken as a result of his operations at his own cost.

16. PERMANENT PAVEMENT MARKINGS

The Contractor shall place all pavement markings following completion of concrete pavement construction as determined by the engineer.

17. PORTABLE LAVATORIES

The Contractor shall provide, upon the direction of the Field Engineer, one or more portable field lavatories such as the "Porta-John" or equivalent. Portable lavatories and their proper maintenance by the Contractor for the duration of the project shall not be paid for separately but shall be considered incidental to the project. Portable lavatories shall be removed from the construction site within five days of completing the project.

18. WATER STOP BOX AND GAS VALVE ADJUSTMENTS

All water stop box and gas valve adjustments necessary shall be incidental to this project. The Contractor shall be responsible for adjusting water stop boxes. The gas company shall be responsible for adjusting gas valves.

19. PROTECTION OF EXISTING AND NEW PAVEMENT

The Contractor shall at all times protect existing and new pavements from damage as a result of his operations. Any existing or new pavement damaged by the Contractor during construction shall be replaced to the satisfaction of the Owner. Pavement damaged by equipment tracking shall be removed replaced at the cost of the Contractor.

The Contractor shall take extra care not to damage new pavement during any work that takes place subsequent to placing the pavement, and shall provide all necessary measures and materials to protect new roads when tracking equipment. Pavement damaged by equipment tracking shall be removed replaced at the cost of the Contractor.

20. MAINTAINING ACCESS

Contractor is to maintain access at all times for emergency response vehicles and personnel. The contractor is to minimize disruption to access to private driveways. The Contractor shall notify residents a minimum of one (1) working day prior to when private driveways will be closed.

SPECIAL PROVISIONS

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**SPECIAL PROVISION
FOR
PAVEMENT REMOVAL, SPECIAL**

a. Description

This work consists of saw cutting, removing, and disposing of existing HMA and concrete pavement, as needed, inclusive of all existing material types, number of layers, and thickness of individual layers.

b. Materials

None specified.

c. Construction

Remove pavement to a sawed joint. Saw cut concrete full depth unless otherwise approved by the Engineer. Do not use a crane and ball pavement breaker.

d. Measurement and Payment.

The completed work, as described, will measured be paid for at the contract unit price for the following pay item:

Pay Item**Pay Unit**

Pavement Removal, SpecialSquare Yard

Payment for **Pavement Removal, Special** includes all labor, equipment, and disposal necessary to perform the removal operation as described.

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**SPECIAL PROVISION
FOR
CONCRETE PAVEMENT REPAIR**

a. Description

This work shall be done in accordance with Section 603 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

b. Materials

Provide materials as specified in Section 603.02 of the MDOT 2012 Standard Specifications for Construction.

c. Construction

Existing pavement is HMA over concrete pavement of an unknown depth. Place concrete to a depth of eight (8) inches in roadways and six (6) inches in driveways.

d. Measurement and Payment.

The completed work, as described, will measured be paid for at the contract unit prices for the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Pavement Repair, Roadway	Square Yard
Concrete Pavement Repair, Driveway	Square Yard

Payment for **Concrete Pavement Repair, Roadway** includes all labor, equipment, and disposal necessary to perform the removal operation as described.

Payment for **Concrete Pavement Repair, Driveway** includes all labor, equipment, and disposal necessary to perform the removal operation as described. Any sidewalk that is contained within the limits of a driveway will be paid for as **Concrete Pavement Repair, Driveway**.

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**SPECIAL PROVISION
FOR
NON-STANDARD MATERIAL WATER SERVICE REPLACEMENT**

a. Description

This work shall include replacement of existing service lines in accordance with the plans, this special provision, and the MDOT 2012 Standard Plans and Specifications.

For the protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall contract the Miss Dig system, Inc. by phone at 811 or 800-482-7171 or via the web at either elocate.missdig.org for single address or rte.missdig.org, a minimum of 3 business days prior to excavation, excluding weekends and holidays.

The Contractor shall contact the Engineer to schedule work that may interfere with existing water service

b. Materials

All materials supplied by the Contractor shall be new, meeting the specifications contained herein. All nuts and bolts shall be Cor-Blue or equal. All pipe shall be stamped with the appropriate NSF markings.

Copper Tubing:

1. Comply with ASTM B88
2. Type: K, annealed
3. Joints: Compression connection or flared connection, to match existing or as specified

Curb Stop Valve:

1. Ford Meter Box Company
Z22-333M-NL ¾" Key Valve Curb Stop with Minneapolis Pattern and ¾" flare copper ends.
2. Engineer approved equal.

Curb Stop Box

1. A. Y. McDonald
5615WB Curb Box with Minneapolis Pattern
5314 Lid with 1 ¼" Pentagon Plug
2. Engineer approved equal.

Couplings for water services ¾" to 2" diameter shall have a three-part union. Both inlet and outlet connections shall be able to receive the flared end of the copper service pipe.

c. Permits.

A plumbing permit or excavation permit, and inspection approval are required by law on a water service from the city stop box to the house. Any work done in the house in relation to the service replacement requires a plumbing permit and licensed plumbing contractor to perform the work. The City of Inkster will waive all permitting fees for this project.

d. Construction Methods.

Methodology of Installation of Non-Standard (lead and/or galvanized pipe) Water Service Lines:

Non-standard (lead and galvanized pipe) water service lines may exist between the water main and the curb box or between the curb box and water meter located inside the house or in a meter pit outside the house/building. In other instances, the entire water service line from water main to meter consist of non-standard material. All lead service lines are between ¾" and 1" and shall be replaced with a ¾" service unless otherwise indicated. Except for excavations necessary to expose the water main and curb box, service lines shall be installed by use of trenchless technology methods unless otherwise approved by the engineer. The method used for replacing the lead services shall be by cable method, which involves the use of a cable placed inside the existing lead service line with the new replacement copper line attached on the other side. The cable is then pulled using a winch or backhoe bucket to remove the old service line between the main and curb box and between the curb box and house. If, in the opinion of the engineer, the old service line cannot be removed by the cable method, the new service line shall be installed by use of boring equipment. During the water service installation process, all valves serving the house/building shall be turned off to prevent particles from entering water system. Upon commencing work on any segment of a lead service line, either from the water main to curb stop valve or from the curb stop valve to house, neither segment of the water service line shall be used for water service until all segments of a non-standard service line are replaced. All joints, fittings, and valve connections shall be exposed during a test period. The vendor will coordinate with the on-site city representative to properly inspect and record the work upon completion. If city representative is not available vendor will contact the engineer in order for an inspection to be performed to ensure that work has been done

correctly and to properly record the work for the City's annals.

1.) Replacement of Non-Standard Service Lines

A. Water Service, Investigation Only

If non-standard water service materials are not present when the curb stop box is exposed, the contractor will fill the excavation to the level of the adjacent ground and left smooth. When weather permits, the top three (3) inches of backfill material will be removed and three (3) inches of screened topsoil will be placed in the excavation. Seed, fertilizer, and mulch will be placed per manufacturers recommendations.

B. Case 1 – Non-Standard Service Lines between Curb Box and House

For non-standard lines located between the existing curb box and house, the contractor shall excavate the curb box, which is typically located near the sidewalk or property line. The water service line inside the house/building on the inlet side of the water meter shall also be disconnected by the contractor. The opening in the wall at the location where the service line extends through the foundation of the house/building shall then be enlarged by the contractor if necessary. The new copper service line will then be installed between the house and curb box using the cable or other approved method. The contractor shall extend the new service line into the home/building and connect the line to the water meter. If it is necessary to use boring equipment to install the service line, the boring equipment shall bore through the foundation/basement wall of structure and the old service line shall be abandoned on the inside of the basement wall by removing at least two (2) inches of the lead service lines from within the basement wall, filling the interior of the remaining pipe with mortar. If it becomes necessary for the contractor to excavate on the outside of the building foundation to facilitate installation of the water service line, such work shall be completed in a manner that causes the least amount of disruption to yard areas and other locations near the house/building. The contractor will contact the engineer in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

C. Case 2 – Non-Standard Service Lines between Water Main and Curb Box

For non-standard service lines located between the water main and curb box, the vendor shall excavate the service line at two locations; at the water main, and at the curb box, typically located near the sidewalk. The old service line will then be disconnected at the water main and the curb stop and a new copper service line is then installed using the cable or boring method. The new copper service line will then be connected to the old corporation valve on the existing water main using appropriate adaptors and fittings. Existing corporations are typically 1" in diameter and transition fittings may be required for connection to the new service lines. If a standard service line (copper) exists between the curb box and the house/building, the contractor will connect the new service line to the existing curb box after first flushing the new service line from main to curb box.

D. Case 3 – Non-Standard Water Service Lines between Water Main and House

Where the entire water service line (water main to building) consist of non-standard materials, the contractor shall follow the installation procedures described above and also install a new curb stop valve and curb box near the sidewalk at a location approved by the engineer. The contractor will contact the engineer in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals. The partial replacement of non- standard water service lines is not allowed.

E. Curb Stop Box Replacement

For Case 1 and Case 2 replacements, the Curb Stop Box and Valve shall be replaced if the Engineer determines the existing box or valve is in poor condition.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from within the pipe. If material within the pipe damages or plugs a customer's meter or service piping, the contractor shall be responsible for the cost of all repairs to the service line and related plumbing. After reconnection of the service line, an outside faucet shall be turned on for a period of at least two minutes to further flush any foreign material from the service line.

2.) Excavation

Contractor shall furnish all labor, equipment, and materials necessary to expose all parts of the water service system necessary to replace the existing water service line and, if applicable, remove or abandon the non-standard service line. Except where otherwise approved by the engineer, contractor will cut pavement/curb/sidewalk to an appropriate dimension to carry out the appropriate repair, and the excavation and installation process shall be performed in a manner to allow placement of the new service line at a final cover depth of five (5) to six (6) feet below finished grade regardless of the depth of the existing water service or water main. Except where otherwise approved by the engineer, all excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks) must follow the utility trench details and the Class II sand backfill must be compacted to 95% of the material's maximum density. All such excavation shall be capped off by matching existing sand levels with Class II sand and matching existing aggregate level with 21AA aggregate under the sidewalks, driveways, and approaches. Class II sand and 21AA aggregate must match existing sand and aggregate levels under all roadways and curb lines.

These temporary restorations will be maintained at the contractor's expense until the contractor has performed final restoration. All excavations with the lawn/green belt areas are to be backfilled with the excavated material, well graded, and free of any debris.

These excavations will be filled to the level of the adjacent ground and left smooth. When weather permits, the top three (3) inches of backfill material will be removed and three (3) inches of screened topsoil will be placed in the excavation. Seed, fertilizer, and mulch will be placed per manufacturers recommendations. No additional compensation will be made for surface restoration. Any damage to house/building is to be repaired at the contractor's expense. All landscaping located on private property is to be replaced in kind at the contractor's expense.

3.) Safety

Contractor(s) will furnish the engineer written detailed safety procedures that will be instituted to maintain selected contractor(s) and their subcontractor employee's safety on awarded job sites. The procedures should address the manner in which contractor will meet the following requirements:

- A. Contractor will adhere to all safety procedures (or processes) that have

NON-STANDARD MATERIAL WATER SERVICE REPLACEMENT

been mandated by all applicable federal and state safety regulations, safe practice, using materials, tools, and rigging of a safe character. Contractor shall strictly comply with these laws, rules, and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, Michigan Occupational Safety and Health Act of 1974 and shall provide documented evidence of compliance upon request.

- B. Contractor shall provide and use all necessary guards, railing, barricades, and other protective devices to permit a safe working environment for contractor's employees, other contractors in the area of work site, city employees, and the public.
- C. The employees of the contractor shall wear the appropriate safety protective gear such as safety glasses, side shields, hearing protection, and any other gear deemed required to wear within the construction site.
- D. Contractor shall comply with OSHA and MIOSHA confined space requirements and procedures.
- E. Contractor must make the engineer aware of safety violations or any injuries that have occurred on job sites.

e. Measurement and Payment.

The completed work as measured for Water Services will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Water Service, Case 1, _ inch	Each
Water Service, Case 2, _ inch	Each
Water Service, Case 3, _ inch	Each
Water Service Investigation	Each
Curb Stop Box.....	Each
Failed Attempt, Cable Method	Each
Failed Attempt, Boring Method.....	Each

Payment for Water Service, Case 1, __ Inch: This shall include the installation of the specified diameter copper water service lines and shall be paid at the contract unit price of service line from the corporation stop box to the water meter. The placement of this new copper water service line shall follow the method order written in the construction methods section. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line. This includes, but is not limited to, backfill, compaction, surface restoration of non-paved areas, coring and sealing the foundation walls, and excavation at the exterior of the foundation wall.

Payment for Water Service, Case 2, __ Inch: This shall include the installation of the specified diameter copper water service lines and shall be paid at the contract unit price of service line from the corporation stop box to the watermain. The placement of this new copper water service line shall follow the method order written in the construction methods section. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line. This includes, but is not limited to, backfill, compaction, and surface restoration of non-paved areas.

Payment for Water Service, Case 3, __ Inch: This shall include the installation of the specified diameter copper water service lines and shall be paid at the contract unit price of service line from the watermain to the water meter, including a new curb stop box. The placement of this new copper water service line shall follow the method order written in the construction methods section. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line. This includes, but is not limited to, backfill, compaction, surface restoration of non-paved areas, coring and sealing the foundation walls, and excavation at the exterior of the foundation wall.

Payment for Water Service Investigation: This pay item is for the excavation of the curb stop box when only standard service materials were present. This item shall include all machinery, labor, and materials necessary to complete the investigation of the copper water service line. This includes, but is not limited to, backfill, compaction, and surface restoration of non-paved areas. Payment will be based on "EACH" location where a curb stop was exposed and a service replacement was not completed.

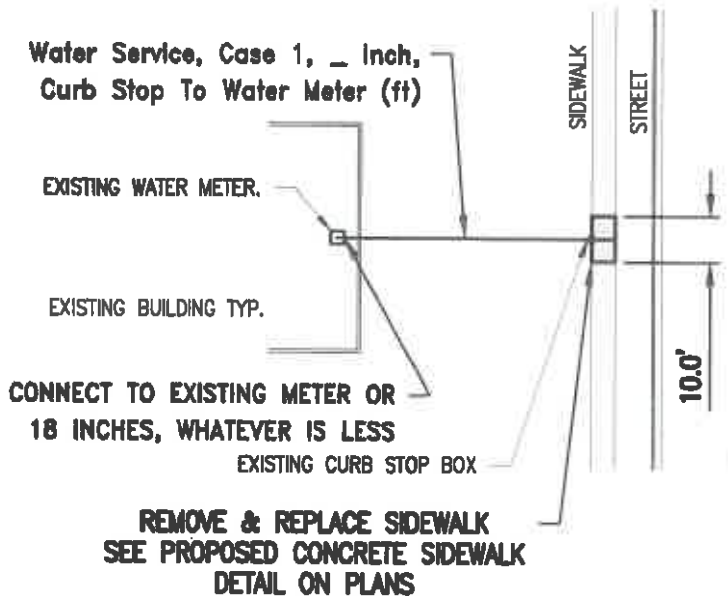
Payment for Curb Stop Box: This pay item is for the replacement of the Curb Stop Box and Valve as a part of Water Service Line Replacement Case 1 and Case 2. This item shall include all machinery, labor, and materials necessary to complete the installation of the Curb Stop Box and Valve.

NON-STANDARD MATERIAL WATER SERVICE REPLACEMENT

Payment for Failed Attempt, Cable Method: This pay item is for when the attempt to replace the water service line using the "Cable Method" is unsuccessful in the opinion of the engineer. If the "Cable Method" can be declared unsuccessful if and only if the engineer declares that it is unsuccessful then which the "Boring Method" should be attempted next in the replacement of the water service line. All costs associated with attempting to remove the existing water service line shall be included in this pay item. Payment will be based on "EACH" location where the use of the "Cable Method" is unsuccessfully attempted.

Payment for Failed Attempt, Boring Method: This pay item is for when the attempt to replace the water service line using the "Boring Method" is unsuccessful in the opinion of the engineer. If the "Boring Method" can be declared unsuccessful if and only if the engineer declares that it is unsuccessful then which the "Open Trench Method" should be attempted next in the replacement of the water service line. All costs associated with attempting to remove the existing water service line shall be included in this pay item. Payment will be based on "EACH" location where the use of the "Boring Method" is unsuccessfully attempted.

CASE #1 TYP. - CURB STOP TO WATER METER



NOTES:

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK. PAYMENT INCLUDED WITHIN HARD SURFACE RESTORATION, WATER MAIN CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID SEPARATELY.
- 3.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD; THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 4.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID AS Failed Attempt - Cable Method OR Failed Attempt - Boring Method
- 5.) THE NEW WATER SERVICE LINE SHALL EXTEND TO THE EXISTING WATER METER OR 18 INCHES, WHICHEVER IS LESS. COST SHALL BE INCLUDED IN THE WATER SERVICE PAY ITEM AND NOT PAID SEPARATELY.
- 6.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE HARD SURFACE RESTORATION, WATER MAIN PAY ITEM AND NOT PAID SEPARATELY.

WATER SERVICE, CASE 1, CURB STOP TO WATER METER

11: NA 12: NA
SHEET
1
OF 4

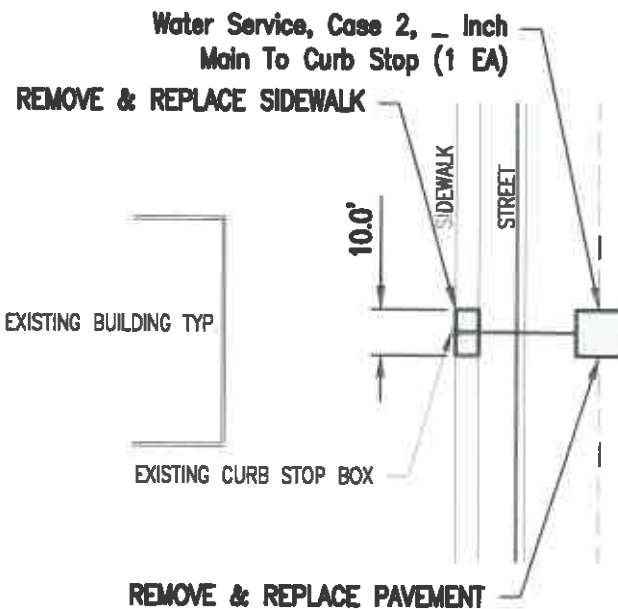


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CASE #2 TYP. – WATER MAIN TO CURB STOP



NOTES:

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK. PAID AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID SEPARATELY.
- 3.) SAWCUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN. PAID AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID SEPARATELY.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD; THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID AS Failed Attempt – Cable Method OR Failed Attempt – Boring Method
- 6.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE PAY ITEM AND NOT PAID SEPARATELY.

WATER SERVICE, CASE 2, WATER MAIN TO CURB STOP

H: NA V: NA

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2
OF 4

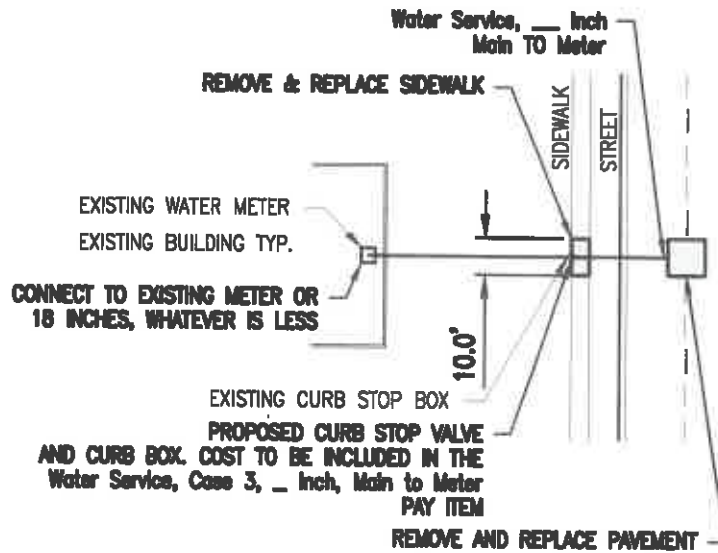


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CASE #3 TYP. – WATER MAIN TO WATER METER



NOTES:

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. REMOVE AND REPLACE CURB STOP BOX AND CURB STOP VALVE. PAYMENT INCLUDED IN THE Water Service, ___ Inch, Main to Meter PAYMENT ITEM.
- 2.) SHUT/REMOVE 10 FEET OF EXISTING SIDEWALK. PAID AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID SEPARATELY.
- 3.) SHUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN. PAID AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID SEPARATELY.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD; THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORING) SHALL BE PAID AS Failed Attempt - Cable Method OR Failed Attempt - Boring Method.
- 6.) THE NEW WATER SERVICE LINE SHALL EXTEND TO THE EXISTING WATER METER OR 18 INCHES, WHICHEVER IS LESS. COST SHALL BE INCLUDED IN THE WATER SERVICE PAY ITEM AND NOT PAID SEPARATELY.
- 7.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE PAY ITEM AND NOT PAID SEPARATELY.

WATER SERVICE, CASE 3, WATER MAIN TO WATER METER

SCALE
1" = 4'-0"
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3
OF 4

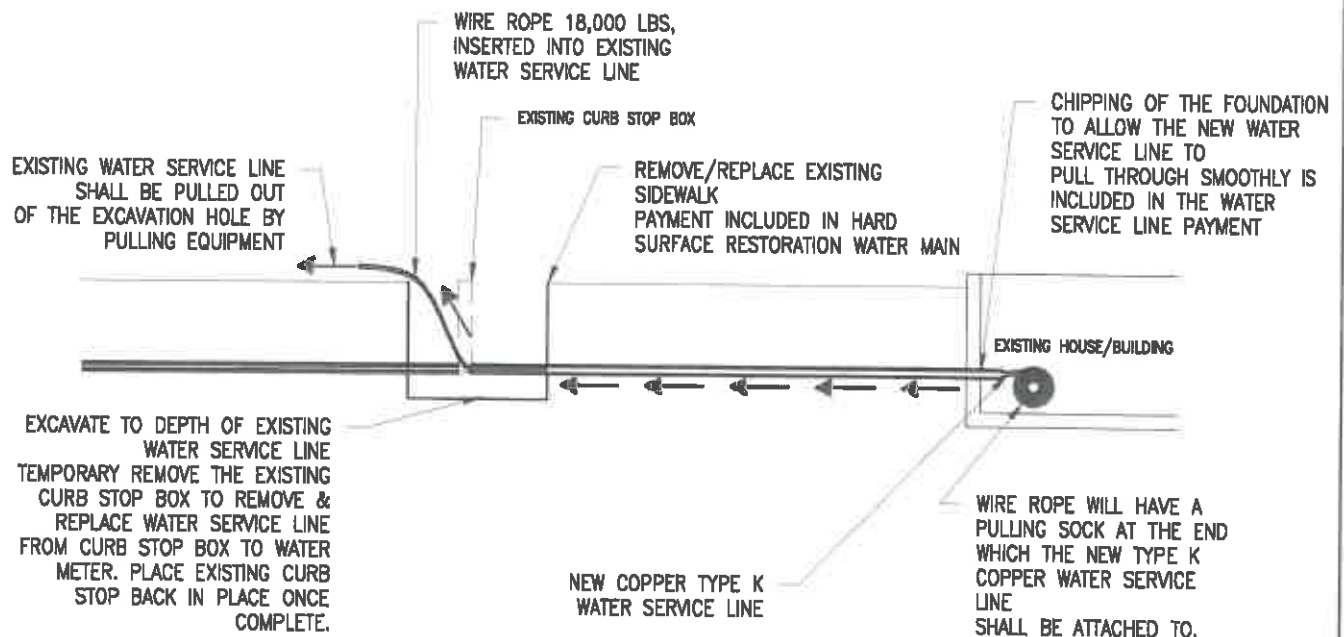


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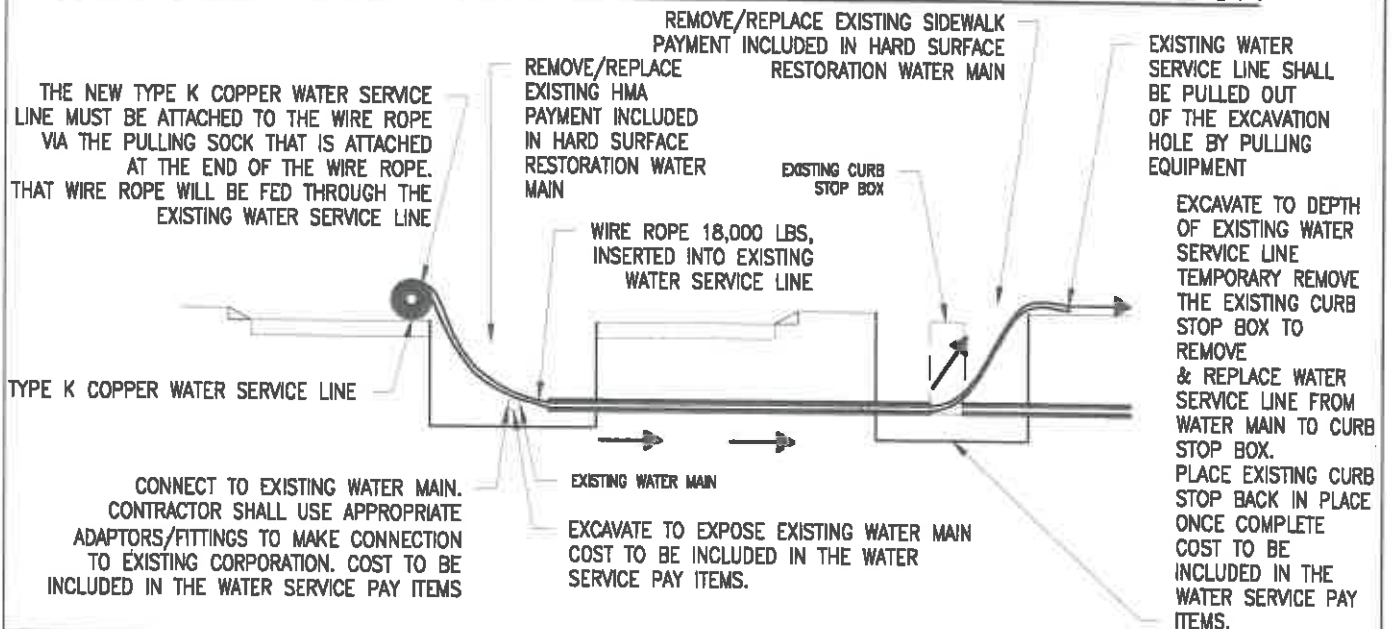
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CABLE METHOD – CURB STOP BOX TO WATER METER



NOTE:
FOR FULL SERVICE REPLACEMENT, THE CURB STOP BOX AND CURB STOP VALVE MUST BE REPLACED AND IS INCLUDED IN THE Water Service, _ Inch, Full Service, Main to Meter PAYMENT ITEM.

CABLE METHOD – WATER MAIN TO CURB STOP BOX



CABLE METHOD DETAILS

REVISION
H: N/A V: N/A
SHEET
4
OF 4



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APPENDIX A

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MICHIGAN
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FOR
ERRATA TO THE 2012 STANDARD SPECIFICATIONS

1 of 30

03-04-19

Page	Subsection	Errata
N/A	N/A	In the very beginning of the book on the page where we list the MDOT publications included by reference delete the following manual. "Work Zone Safety and Mobility Manual"
N/A*	N/A	In the very beginning of the book on the page where we list the MDOT publications included by reference replace the Field Manual of Soil Engineering (out of Print) with the following manual. "Geotechnical Manual"
3	101.02	Modify the abbreviation reading "AIS" to read "AISI".
4*	101.02	Delete the following abbreviations and the long forms MDELEG MDNRE Add the following abbreviations and the long forms MDNR Michigan Department of Natural Resources MDEGLE Michigan Department of Environmental Great Lakes, and Energy MDLARA Michigan Department of Licensing and Regulatory Affairs NESC National Electrical Safety Code
27	103.02.B.2	Change the last sentence of the first paragraph to read "For decreases below 75 percent, the maximum allowable payment for work performed, including any adjustment, will not exceed an amount equal to 75 percent of the original contract quantity times the contract unit price."
34	104.05	The first sentence of this subsection should read "If the Contractor performs unauthorized work (work performed without the inspections required by the contract, extra work performed without Department approval, work performed contrary to the inspectors direction, or work performed while under suspension by the inspector), the Engineer may reject the unauthorized work."
46	104.12	Add the following to the end of the first paragraph "The use of right-of-way in wetlands and floodplains, or the crossing of water courses by construction equipment is prohibited."
53	105.09	Add the following to the end of the second paragraph "Any specifically produced material not purchased by the Department, will remain the

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20-03_INK Lead Service Line Replacement

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03-04-19

Page	Subsection	Errata		
		Contractors and must be removed from the project prior to final acceptance."		
56	107.02.B.2	This sentence should read "U.S.Army Corps of Engineers' Section 404, Dredge and Fill; and Section 10, Navigable Waterway."		
56*	107.02.B	Add the subsection reading as follows: "3. U.S. Coast Guard Section 9, Navigable Waterway."		
		Change "MDNRE" to "MDEGLE" in this subsection.		
64	107.12	Change the first sentence of the first paragraph to read: "For protection of underground utilities and in accordance with 2013 PA 174, the Contractor must notify Miss Dig at least 3 work days, excluding Saturdays, Sundays and holidays, before beginning each excavation in areas where public utilities have not been previously located."		
65*	107.15.A	Change "MDNRE" to "MDEGLE" in four instances in this subsection.		
66	107.15.A.3	Add the following to the end of the paragraph "Note that a burn permit from the MDNR is required for any open burning whenever the ground is not snow covered. Any individuals that allow a fire to escape will be in violation of the Natural Resources and Environmental Protection Act and will be required to reimburse the costs of suppressing the wild fire."		
67*	107.16	The third sentence should read "In State Forests, the Contractor must contact the local Unit Manager, Forest Management Division, MDNR, regarding the work to be performed within or adjacent to the forest land."		
		Delete the last sentence of the first paragraph of this subsection.		
80	108.08.F	Delete the second paragraph in its entirety.		
80	108.08.G	Add the following new subsection: "G. The Contractor may propose and the Engineer may approve another equitable method, supported by an acceptable rationale to determine time extensions for any of the excusable delays listed in subsection 108.08.		
83	108.10.C	Change the last sentence of the first paragraph to read: "The liquidated damages may contain one or more components of damages added together."		
83	108.10.C.1	In Table 108-1 delete the last row of the table and replace it with the following: <table><tr><td>≥50,000,000</td><td>4,500</td></tr></table>	≥50,000,000	4,500
≥50,000,000	4,500			
102	109.05.E.1	Change the second sentence of the third paragraph to read: "Provide the content specified in subsection 109.05.D.11 for the applicable items in this statement and as follows:"		

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
107	150.04	Change the following pay item reading "Mobilization, Max ____" to read "Mobilization, Max (dollar)" at nine locations throughout the subsection.
112	201.03.A.3.b	Change "MDNRE" to "MDNR" in three instances in this subsection.
123	204.04	Change the following pay item reading "Structures, Rem" to read "Structures, Rem (Structure No.)"
123	204.04	Change the following pay item reading "Concrete Barrier, Rem" to read "Conc Barrier, Rem"
150*	208.01	Change "MDNRE" to "MDEGLE" in this subsection.
180	308.03.A	Change the first sentence of the second paragraph to read: "Do not operate equipment required to place backfill directly on geotextile products."
185	401.03.A	Change the first sentence of the second paragraph to read: Where unstable soil conditions, or obstructions other than rock, require excavation of the trench below the elevation detailed on the plans; undercut, backfill, and compact the trench as directed by the Engineer.
188	401.03.H	Change the second sentence of the paragraph to read "Jack steel pipes in place in accordance with subsection 401.03.G".
189	401.03.N	Add the following sentence to the end of the first paragraph "Where possible, maintain the stream flow thru a temporary channel or temporary culvert." The second sentence of the second paragraph should read "Direct water from the dewatering operations through a filter bag before discharging to an existing drainage facility."
189	401.04	Change the fourth pay item from the end of the list to read as follows: "Culv, Reinf Conc Ellip, (shape) CI ___, (rise) inch x (span) inch".
190	401.04	Change the fourth pay item from the end of the list to read as follows: "Steel Casing Pipe, ___ inch, Tr Det ___."
195	402.03.C	Change the third sentence of the first paragraph to read as follows: "Wrap pipe joints, with a diameter greater than 24 inches, using geotextile blanket."
200	402.04	Change the third pay item from the top of the list to read as follows: "Sewer, CI ___, ___ inch, Jacked in Place"
200	402.04.A	Change the last sentence of the subsection to read as follows: "The unit price for Sewer and Sewer, Reinf Conc, Ellip includes the cost of excavation, backfill, geotextile blanket and mandrel testing."

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Page	Subsection	Errata
201*	402.04.H	Change the last sentence of the first paragraph to read "The Department will not make an adjustment in the pay items of Minor Traf Devices or Traf Regulator Control ."
208	403.04.D.3	Change the sentence to read: "Removing and replacing pavement adjacent to the adjusted cover per Standard Plan R-37 Series."
218	406.03.A.2	Change the first sentence of the first paragraph to read: "Design precast box culverts less than 10 feet in span length measured along the centerline of the roadway in accordance with current AASHTO LRFD Bridge Design Specifications and ASTM C 1577." Add the following sentence to the end of the first paragraph: "Design precast box culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway for HL-93 Modified live load."
219	406.03.B	Change the first sentence of the first paragraph to read: "Submit shop drawings for culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway to the Engineer, for review and approval in accordance with subsection 104.02."
219	406.03.C.1	Change the second sentence of the first paragraph to read: "Before manufacture, perform load ratings on precast three-sided, arch or box culverts greater than or equal to 10 feet in span length measured along the centerline of the roadway, in accordance with the AASHTO Manual of Bridge Evaluation, Section 6, Part A, the Michigan Bridge Analysis Guide current at the time load rating is performed, and the Michigan Structure Inventory and Appraisal Guide."
223	406.03.G	Add the following after the first sentence of the second paragraph: "Where possible, maintain the stream flow thru the existing channel, temporary channel, or temporary culvert."
224	406.03.G	Replace the fifth paragraph of this subsection with the following: "The Contractor may use cast-in-place wing walls, headwalls, and aprons, as alternatives to precast wing walls, headwalls, and aprons. Attach cast-in-place wing walls or headwalls as shown on the shop drawings."
225	406.03.G.2	Change the third sentence of the first paragraph to read: "Before placing the open-graded aggregate 34R, compact the coarse aggregate 6A using at least three passes of a vibrating plate compactor."
226	406.03.G.2	Change the first sentence of the second paragraph of this subsection to read:

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Page	Subsection	Errata
		"Fill the space between the box culvert joints during placement of box sections with closed-cell rubber extrusion type gaskets in accordance with ASTM C 990."
226	406.04.A.9	Change the sentence to read: "Providing plan modifications including design, additional plan quantities and pay items to accommodate any changes to the precast units as shown on the plans."
226*	406.04.A	Add the following paragraph after the last paragraph of the subsection: "The substructure design is specific to the three-sided or arch culvert detailed on the plans. The Contractor must use approved MDOT service vendors qualified in Hydraulics, Geotechnical Engineering Services, and Short and Medium Span Bridges to perform the required design and plan modifications, as directed by the Engineer, if the Contractor selects a culvert shape different than shown on the plans."
227	406.04.B	Add the following new item in the list of items in this subsection: 2. Headwalls, wingwalls, aprons, and curtain walls, precast or cast-in-place; Renumber the exist items 2 through 4 in this list to read 3 through 5. Delete existing item numbered 5 and replace with the following: 6. Inserts for bars and connection hardware; and Renumber the existing item 6 in this list to read 7.
227	406.04.B	Delete the first and second paragraphs following the list of items in this subsection and replace with the following: "The Department will pay separately for cast-in-place concrete, other than for culvert segments, wing walls, and headwalls; excavation; protective coating; providing and placing backfill material; by plan quantity in accordance with subsection 109.01.A."
239	501.03.C.6	The first sentence of this subsection should read "Except as specified in subsection 501.03.C.4, removing HMA surface applies to removing HMA overlying a material designated for removal or that is required to remain in place."
247	501.03.O	Change footnote e in Table 501-5 to read: "Flushing severe enough to significantly affect surface friction (Friction Number <35)."
249	501.04.H	The first sentence of this subsection should read "The Engineer will measure, and the Department will pay for removing HMA surface, no greater than 12 inches thick, overlying a material designated for removal or that is required to remain in place, as HMA Surface, Rem."

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		The second paragraph of this subsection should read "The Engineer will measure, and the Department will pay for removing HMA surface, greater than 12 inches thick, overlying a material designated for removal or that is required to remain in place, as Pavt, Rem in accordance with subsection 204.04."
257	503.03.E	Delete this subsection in its entirety.
265	504.03.E.3	Delete this subsection in its entirety.
269	504.04.A	This subsection should read "The unit prices for Micro-Surface , regardless of the type required, include cleaning existing pavement; applying a bond coat; temporary pavement markings; stationing; corrective action; and traffic control to complete corrective action."
299	601.04	In table 601-2 delete the row for Grade P-NC concrete in its entirety.
300	601.04	In table 601-2, the first sentence of footnote b. should read: "Use coarse aggregate 6A, 6AA or 6AAA for Grades P1, P2 and M." In table 601-2, footnote c. should read: "The mix design basis for bulk volume (dry, loose) of course aggregate per unit volume of concrete is 72% for Grade P1; 74% for Grade P2."
308	602.03.F	Note c. in Table 602-1 should read "Refer to Section D6 of the Materials Quality Assurance Procedures Manual for inspection procedure."
320	602.04.C.3	The last paragraph in this subsection should read "If the Engineer approves a substitution of a higher concrete grade for a lesser grade (e.g., P1 for P2), the Department will pay for the higher grade of concrete using the original bid and pay items of the lesser grade."
327	603.02	Change the second material in the list to read: "Concrete, Grade P-NC.....603" Change the third material in the list to read: "Base Course Aggregate, 4G, 21AA, 22A.....902"
334	603.03.B.10	Change the last sentence of the second paragraph to read "Apply the required curing compound in two coats, at a rate of at least 1 gallon per 25 square yards for each coat."
342	603.04.G.3	Change "D1" to "W" in two instances in this subsection.
351	701.04	Replace Tables 701-1A and 701-1B with the Table 701-1 below.
362*	704.03.C	Change the last sentence in the first paragraph of this subsection to read: "The Engineer will consider approval after receiving applicable MDEGLE permits for the alternate method."

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
372	705.03.C.1	Add the following sentence after the first paragraph of this subsection: "Do not drive piles within a radius of 25 feet of newly placed concrete until the concrete attains at least 75 percent of its specified minimum strength."
374	705.03.C.2.c	Change the last sentence of the second paragraph to read "Drive test piles to the minimum pile length or practical refusal, whichever is greater".
379	705.04	Change the fifth item down the list to read: "Pile, Galv (Structure No.)"
380	705.04	Change the last item in the list to read: "Pile Driving Equipment, Furn (Structure No.)"
383	706.02	The fourth paragraph following the list of materials should read "Provide AASHTO M 270, Grade 36 steel, meeting the requirements of ASTM A 786, galvanized in accordance with section 707, for expansion joint cover plates. Provide plates at least 3/8 inch thick. Use plates with a slip resistance equal to or greater than those meeting the requirements of ASTM A 786 and must be approved by the Engineer. Provide ASTM F 593 (Type 304) stainless steel, 3/4-inch or 1/2-inch diameter, flathead countersunk screws with 3/4-inch or 1/2-inch diameter inserts for use in expansion joint cover plates."
389	706.03.D.4.b	Change the first sentence of the fourth paragraph to read "Design forms, form supports, and attachments to carry dead loads, and resultant horizontal loads due to forming of cantilever overhangs."
390	706.03.E.4	Change the forth sentence of the first paragraph to read: "Use wire ties to secure all bar intersections for the top mat. Use wire ties to secure all bar intersections for other mats where the product of the length and width of bar intersection spacing exceeds 120 square inches."
391	706.03.E.8	Change the first sentence of the second paragraph of this subsection to read: "Patch sawed or sheared ends and visible defects in accordance with ASTM A 775."
392	706.03.E.8	Change the last sentence of the third paragraph of this subsection to read: "Coat mechanical splices after splice installation in accordance with ASTM A 775 for patching damaged epoxy coating."
394	706.03.H.1	Delete the last paragraph on page 394 and replace it with the following: "Do not cast sidewalk, curb, or barrier pours until the deck concrete attains at least the minimum specified 7-day flexural or compressive strength, and after completion of the 7-day continuous wet cure. The

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		forming of succeeding portions may occur, provided the wet cure is maintained."
406*	706.03.N.1.b	Add the following to the end of the last paragraph of the subsection: "Do not discontinue wet cure nor cast succeeding portions onto the bridge deck prior to completion of the 7-day two-phase continuous wet cure. Ensure excess or ponding cure water is removed prior to casting of succeeding structure portions."
416	707.03.C.1	Change the title of the subsection from "Shop Plans to read "Shop Drawings".
		Change the second sentence of this subsection to read: "Do not use design drawings in lieu of shop drawings."
426	707.03.C.17	Change the second sentence in the first paragraph of this subsection to read: "Tap oversized galvanized nuts in accordance with ASTM A 563 or AASHTO M 292 and meet Supplementary Requirement S1 of ASTM A 563 or AASHTO M 292."
430	707.03.D.7.b	Delete the first sentence of the last paragraph of this subsection.
430*	707.03.D.7.b	Change the title of the Table 707-4 to read: "Minimum Bolt Tension for ASTM F 3125 Grade A 325"
430	707.03.D.7.b	Change "104,000" to "103,000" in the last row under the column titled Minimum Bolt Tension.
431	707.03.D.7.c	Add the following sentence to the end of the first paragraph of this subsection: "If using impact wrenches, provide wrenches sufficient to tighten each bolt in approximately 10 seconds."
431*	707.03.D.7.c	Change the first sentence of the second paragraph to read: "Do not reuse ASTM F 3125 Grade A 325 bolts and nuts.."
434	707.04.A	Change the first sentence of the first paragraph of this subsection to read: "The Engineer will measure structural steel by the calculated weight of metal in the finished structure, excluding filler metal in welding, as shown on the shop drawings or working drawings."
438	708.03.A.2	Change the title of the subsection from "Shop Plans to read "Shop Drawings". Change the first sentence to read: "Submit shop drawings in accordance with subsection 104.02." Change the fourth sentence to read:

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		"Do not start production until the Engineer approves the shop drawings."
441*	708.03.A.11	Change the last sentence of the first paragraph to read "Cure concrete at temperatures from 70 °F to 150 °F until concrete attains the release strength shown on the shop drawings".
441	708.03.A.11	Change the fourth sentence of the fourth paragraph to read "Do not exceed a maximum concrete temperature of 150 °F during the curing cycle."
458	711.03.A	Change the first sentence in the first paragraph to read: "Shop drawings for structural steel and pipe railings are not required."
460	711.04.A	Change the second sentence of the first paragraph to read: "The unit price for Bridge Barrier Railing includes the cost of placing steel reinforcement, providing and placing concrete, constructing joints, and forming, finishing, curing and protecting the concrete."
461	711.04.F	The title of this subsection should read " Reflective Marker, Permanent Barrier. "
467	712.03.C	Add the following to the end of the third paragraph of the subsection: "Notify the Engineer of any saw cuts in the top flange. Saw cuts equal to or less than 1/32 inch deep in steel beams must be repaired by grinding, to a surface roughness no greater than 125 micro-inches per inch rms, and tapering to the original surface using a 1:10 slope. Saw cuts in excess of 1/32 inch deep in steel beams require a welded repair to be submitted to the Engineer for approval. Weld in accordance with subsection 707.03.D.8 and provide adequate notice to allow the Engineer to witness the repair work. Inspect and test all saw cut repairs (including grinding repairs) using ultrasonic testing in accordance with 707.03.D.8.c at no additional cost to the Department."
471	712.03.J	Add the following to the end of the second paragraph of the subsection: "Select adhesive anchor systems from the Qualified Products List."
471	712.03.J.1	Delete the first paragraph in this subsection and replace it with the following: "Propose complete details of drilling, cleaning, and bonding systems for anchoring reinforcement and submit for the Engineer's approval before use. The minimum embedment depth must be nine times the anchor diameter for threaded rod or bolt and twelve times the anchor diameter for reinforcing bar. Propose a drilling method that does not cut or damage existing reinforcing steel. Prepare at least three proof tests per anchor diameter and type in the same orientation in which they will be installed on the existing structure, on a separate concrete block, in the presence of the Engineer. The Engineer will proof test the proposed systems. The Engineer will base approval of the anchoring system on the following criteria:"
471	712.03.J.2	Change the third sentence of the first paragraph to read:

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		"Use a tension testing device for unconfined testing, in accordance with ASTM E 488."
473	712.03.L.2	Change the first sentence in the second paragraph of this subsection to read: "If using epoxy coated steel reinforcement, epoxy coat mechanical reinforcement splices in accordance with ASTM A 775."
473	712.03.L.3	Delete the existing first sentence in the first paragraph.
473	712.03.L.3	Change the third sentence of the first paragraph to read "Provide two test splices on the largest bar size."
473*	712.03.L.3	Change the sentence beginning "Demonstrate to the.... to read: "Demonstrate to the Engineer that splices have a tensile strength of 125 percent of the bar yield strength and high strength splices have a tensile strength of 150 percent of the bar yield strength."
488	713.02	Add the following as subsection 713.02.C: "C. Structural Steel for Retrofitting and Welded Repairs. Structural steel material used for retrofitting and welded repairs of primary members as defined in subsection 707.01.B must meet longitudinal Charpy V-Notch impact test requirements."
501	715.02	Add the following material reference above the two existing items: "Sealant for Perimeter of Beam Plates713"
508	715.03.D.1	Add the following sentence after the second paragraph of the subsection: "Apply sealant for perimeter of beam plates in accordance with subsection 713.03.F."
515	716.03.A	Delete the second paragraph of this subsection in its entirety. Change the last sentence of the last paragraph of this subsection to read: "Provide a primer dry film thickness for the top flange between 4 mils and 10 mils."
519	716.04	Change the second sentence of the first paragraph of this subsection to read: "The unit price for Field Repair of Damaged Coating (Structure No.) includes the costs of making field repairs to the shop applied coating system; prime coat surfaces and exposed surfaces of bolts, nuts, and washers; and repairing stenciling."
521	717.04.B	This subsection should read "The unit price for Drain Casting Assembly includes the cost of providing and installing the downspout and, if necessary, the lower bracket to the drain casting."

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522	718.02	Change the section number "906" in the third material in the list to read "919."
533	718.04	Delete the following pay item from the list: Temp Casing.....Foot
533	718.04.B.2	Delete this subsection in its entirety.
533	718.04.B.3	Renumber this subsection as follows: "2. Permanent Casing. "
540	802.04	Change "Non reinf" in the last pay item of the list with "Nonrein".
545*	803.04.E	Change the second sentence of the second paragraph to read: "The unit price for Railing for Steps includes the cost of providing, fabricating, installing, and grouting the railing."
560	807.04	Delete the following pay item from the list: Guardrail Buffered EndEach
560	807.04.B	Change the fifth paragraph of this subsection to read: "The Engineer will measure Guardrail Salv and Guardrail, Mult, Salv along the face of the rail (one face for multiple beams), including terminals and end shoes."
567	808.04.C	Change the first paragraph of this subsection to read: "The Department will not pay separately for protective fence required in accordance with subsection 104.07."
569	809.04.A	Change the first sentence to read: "The unit price for Field Office, CI __ includes the cost of setup, providing access, grading, maintaining, plowing snow, and utility hook-up charges."
570	809.04.B	Delete the existing second and third sentences in the first paragraph and replace them with the following: "The unit price for Field Office, Utility Fees includes the cost of monthly usage fees for electricity, gas, telephone service and charges, fuel for the stove, monthly water and sanitary service."
570	809.04.B	Change the existing fourth sentence in the first paragraph to read: "The Department will reimburse the Contractor for monthly usage fees for electricity, gas, telephone, water and sanitary charges incurred by the Department."
575	810.03.K	Change the subsection to read "K. Drilled Piles for Cantilever and Truss Foundations. Construct drilled piles for cantilever and truss foundations in accordance with section 718."

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578	810.03.N.2	Add the following sentence after the first sentence of the second paragraph on this page: "Mark each nut and bolt to reference the required rotation."
584	810.04	Delete the last pay item in the list: Truss Fdn Anchor Bolts, Replace.....Each
585	810.04.B.1	Change the second paragraph to read: "The unit prices for Fdn, Truss Sign Structure Type __, __ Inch Dia, Cased and Fdn, Cantilever Sign Structure Type __, __ Inch Dia, Cased include the cost of concrete, slurry, steel reinforcement, permanent casings, anchor bolts, excavation, and disposal of excavated material."
585	810.04.B.2	Change the second sentence of the first paragraph to read: "The unit prices for Fdn, Truss Sign Structure Type __, __ Inch Dia, Uncased and Fdn, Cantilever Sign Structure Type __, __ Inch Dia, Uncased include the cost of concrete, slurry, steel reinforcement, temporary casings, anchor bolts, excavation, and disposal of excavated material."
596	811.03.G	Delete this subsection in its entirety.
597*	811.03.H	Rename this subsection as follows: "G. Raised Pavement Marker (RPM) Removal."
597*	811.04	Change "Crosshatching" in the last pay item of the list on this page to "Cross Hatching".
598*	811.04	Delete the following pay items from the list: Pavt Mrkg, (material), 4 inch, SRSM, (color).....Foot Pavt Mrkg, (material), 4 inch, SRSM, 2 nd Application, (color).....Foot Add the following pay items to the list: "Pavt Mrkg, Polyurea, (legend).....Each Pavt Mrkg, Polyurea, (symbol).....Each" Change the sixth item down the list to read: "Pavt Mrkg, Polyurea, __ inch, Cross Hatching, (color)" Change the eleventh item down the list to read: "Rem Curing Compound, for Longit Mrkg, __ Inch.....Foot"
599	811.04.B	Delete this subsection in its entirety.
599	811.04	Rename the following subsections as follows: "B. Call Back. C. Pavement Marking Removal. D. Material Deficiency."

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602	812.03.D	Change the first sentence to read "Provide and maintain traffic control devices meeting the requirements in the ATSSA Quality Guidelines for Work Zone Traffic Control Devices and Features."
603	812.03.D.1	The last sentence on this page should read "Lay the sign behind the guardrail, with the uprights pointing downstream from the traffic, and place the support stands and ballasts close to the guardrail."
604	812.03.D.2	The first sentence of the fourth paragraph should read "Do not use burlap or similar material to cover Department or Local Government owned signs."
604	812.03.D.5	The fifth sentence of the first paragraph should read "Do not mix drums and cones within a traffic channeling sequence."
605	812.03.D.6.b	Change the first sentence of the first paragraph to read: "The Department will allow the nighttime use of 42-inch channelizing devices, in the tangent area only, on CPM and pavement marking of any duration where the use of plastic drums restricts proposed lane widths to less than 11 feet, including shy distance."
605	812.03.D.7	Add the following sentence after the first sentence of the first paragraph: "Place a shoulder closure taper in advance of the lighted arrows placed on the shoulders."
607	812.03.D.9	Delete the second paragraph of this subsection and replace with the following: "Link sections together to fully engage the connection between sections. Maintain the barrier with end-attachments engaged and within 2 inches of the alignment shown on the plans."
608	812.03.D.10.b	Delete the second sentence of the second paragraph of this subsection beginning with "Install sand module attenuators..."
608	812.03.D.10.b	Add the following sentence after the second paragraph of this subsection: "Install impact attenuation devices as shown on the plans, as directed by the Engineer, or both."
609	812.03.D.10.e	Delete the second paragraph of this subsection.
612	812.03.D.13	Delete the third paragraph of this subsection and replace it with the following: "Perform work on signals in accordance with the contract and to the requirements of NEMA TS-5 standard for those items not identified in the contract."
613*	812.03.D.14.a.iii	Change the sentence in this subsection to read "Place a terminal end shoe, in accordance with Standard Plan R-66-Series, and of appropriate type based on existing guardrail, on both blunt guardrail ends."

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615	812.03.F	The second sentence of the second paragraph of this subsection should read: "The Contractor may use a Type R temporary pavement marking cover, per subsection 812.03.D.12 when authorized by the Engineer."
616	812.03.F.2	The last sentence of the first paragraph should read: "If the removal equipment cannot collect all removal debris, operate a self-propelled sweeper capable of continuously vacuuming up the removal debris immediately behind the removal equipment."
617	812.03.G.3	The first sentence of the second paragraph should read: "Sweep the shoulder and remove debris prior to placing traffic on the shoulder and throughout the time the shoulder is used to maintain traffic."
617	812.03.G.4.a	Delete "48 inch by 48 inch" from the first sentence of this subsection.
618*	812.03.G.7	The first sentence of the first paragraph should read: "Clean barrier reflectors, plastic drums, 42 inch channelizing devices, tubular markers, signs, barricades, and attached lights in operation on the project to ensure they meet required luminosity."
619	812.03.G.8	The second sentence of the third paragraph from the end of the subsection should read: "Illuminate traffic regulator stations at night per subsection 812.03.H."
621	812.03.I.6	Delete "48 inch by 48 inch" from the second sentence of this subsection.
622*	812.03.J	The second paragraph should read "Apply one 2-inch wide horizontal stripe of red and white conspicuity tape along at least 50 percent of each side of, and across the full width of the rear of the vehicle or equipment."
622	812.04	Change the second item down the list to read: "Traf Regulator Control"
		Change the sixth item down the list to read: "Sign Cover, Type I"
626	812.04.I	Change the reference "812.04.E" in the first sentence to "812.04.D".
628	812.04.M.4	Add the following as the first sentence of this subsection: "The Engineer will not measure a temporary barrier ending move as Conc Barrier Ending, Temp, Relocated if it involves work defined in subsection 812.04.M.3."
629	812.04.N.1	Change the reference "811.04.D" in the second paragraph of this subsection to read "811.04.C".
630	812.04.S	Change the first sentence to read: "The Department will not make additional payments for traffic regulating, signing, arrow boards, and lighting systems for traffic regulator stations operated at night due to a temporary PTS system failure."

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634	813.03.C.3	Change the reference "903.07.A" in the paragraph of this subsection to read "907.07.B".
638	814.03.D	Change the second sentence to read: "Place the HMA mixture on the prepared base to a thickness of at least 2 inches, and to at least 220 pounds per square yard."
646	815.04	Change the first, third and fourth pay items in the list to read: "Site Preparation, Max (dollar) Lump Sum Watering and Cultivating, First Season, Min (dollar)..... Lump Sum Watering and Cultivating, Second Season, Min (dollar) Lump Sum"
646	815.04.C.1	Change the following pay item reading: "Watering and Cultivating, First Season, Min. (dollar)" to read "Watering and Cultivating, First Season, Min (dollar)" at two locations throughout the subsection.
646	815.04.C.1.b	Delete this subsection in its entirety.
646	815.04.C.1.c	Rename this subsection to read: "b. Removal and disposal of unacceptable plants."
646	815.04.C.2	Change the following pay item reading: "Watering and Cultivating, Second Season, Min. (dollar)" to read "Watering and Cultivating, Second Season, Min (dollar)" at three locations throughout the subsection.
647	815.04.C.2	Change the last paragraph of this subsection to read: "For each unacceptable plant identified, the Engineer will calculate a 50 percent reduction in the unit price for the relevant (Botanical Name) pay item, and will process a negative assessment for each unacceptable plant for that amount."
650	816.03.B	Delete the first paragraph of this subsection and replace with the following: "Conduct soil tests when called for in the contract or when directed by the Engineer. Provide soils tests results to the Engineer when testing is required. Provide and place fertilizer as indicated below and as indicated in the soils tests, if required."
650	816.03.B.1	Change the sentence to read: "For Class A fertilizer, evenly apply 176 pounds of chemical fertilizer nutrient per acre on a prepared seed bed."
650	816.03.B.2	Change the sentence to read: "For Class B fertilizer, evenly apply 120 pounds of chemical fertilizer nutrient per acre on a prepared seed bed."
650*	816.03.B.3	Change the sentence to read: "For Class C fertilizer, evenly apply 80 pounds of chemical fertilizer nutrient per acre on established turf."

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663* **Subsection**
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Delete the first paragraph in the subsection and replace it with the following:

"This work consists of providing operating electrical and lighting units; removing, salvaging, or disposing of existing electrical and lighting components; excavating, backfilling, restoring the site in accordance with section 816; and disposing of waste excavated materials. Complete this work in accordance with this section, section 820, and the contract and to the requirements of the NEC, the National Electrical Safety Code, and the MDLARA for those items not identified in the contract."

Change the third sentence of the second paragraph in this subsection to read:

"Contact the MDLARA for electrical service inspection and pay the applicable fees."

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| 671 | 819.03.F.1 | Change the paragraph to read:
"Install light standard foundations as shown on the plans and the standard plans, as applicable." |
| 673 | 819.03.G.4.b | Change the last sentence of the first paragraph to read:
"Tighten the anchor bolts to a snug tight condition as described in the third paragraph of subsection 810.03.N.2 ensuring the lock washer is completely compressed." |
| 673 | 819.03.G.4.b | Delete the first two sentences of the second paragraph and replace with the following:
"Tighten bolts connecting the pole to the frangible base to a snug tight condition. Snug tight is the tightness attained by a few impacts of an impact wrench, or the full effort of a person using an ordinary spud wrench. The lock washers must be fully compressed." |
| 678 | 819.04 | Change the ninth pay item in the list to read:
"DB Cable, 600V, 1/C# (size) Foot" |
| 678* | 819.04 | Delete the last item in the list on this page reading:
"DB Cable, in Conduit, 600 Volt, (number) 1/C# (size) Foot" |
| 679 | 819.04 | Change the first pay item in the list to read:
"DB Cable, in Conduit, 600V, 1/C# (size) Foot" |
| 679 | 819.04 | Change the sixth pay item in the list to read:
"Cable, P.J., 600V, 1, (size) Foot" |
| 679 | 819.04 | Change the second pay item from the bottom of the list to read:
"Conc Pole, Fit Up, (type) Each" |
| 680 | 819.04 | Change the first paragraph to read:
"Unless otherwise required, the unit prices for the pay items listed in this subsection include the cost of excavation, granular material, backfill, |

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		and disposal of waste excavated material. If the contract does not include pay items for restoring the site in kind in accordance with section 816, the Department will consider the cost of restoration included in the pay items listed in this subsection."
680	819.04.A	Add the following paragraph after the first paragraph of the subsection. "The unit prices for Conduit, Rem include the cost of removing the type, number, and size of conduit shown on the plans." Change the third paragraph of the subsection to read: "The unit prices for Conduit, (type), __ Inch and Conduit, DB, (number), __ Inch include the cost of installing the type, number, and size of conduit shown on the plans, and installing marking tape."
681	819.04.B	Change the last paragraph of the subsection to read: "The unit price for DB Cable, In Conduit, Rem includes the cost of removing all cables from the existing conduit measured per lineal foot of conduit."
681	819.04.C	Change the first paragraph of the subsection to read: "The unit prices for Cable, Rem and Cable, (type), Rem include the cost of dead ending, circuit cutting, installing guying, work required to leave circuits operable, and disposing of the removed cables, wire, hardware, and other appurtenances."
681	819.04.D	Change the first paragraph of the subsection to read: "The unit price for Cable, Pole, (type), Disman includes the cost of dismantling and off-site disposal of the following:"
685	820.01.D	Change the sentence to read: "Excavate, backfill, restore the site in kind in accordance with section 816, and dispose of excess or unsuitable material;"
688	820.03.C	Change the seventh paragraph of this subsection to read: "Tighten top anchor bolt nuts, snug, in accordance with the first four paragraphs of subsection 810.03.N.2, except beeswax will not be required."
696	820.04	Add the following pay items to the list: "Pedestal, Pushbutton, Alum.....Each Pedestal, Pushbutton, Rem.....Each"
697	820.04.A.2	Change the sentence to read: "If the contract does not include pay items for restoring the site in kind in accordance with section 816, the Department will consider the cost of restoration included in the pay items listed in this subsection."
698	820.04.B	Delete the second paragraph of this subsection found on this page.
698	820.04.C	Change "Fdns" to read "Fdn" in four instances in this subsection.

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701	820.04.J.3	Change the sentence to read: "Installing wires in the saw slots and to the handholes;"
701.	820.04.J	Add the following as a new subsection: "7. A 3/4 inch minimum flexible conduit (non-metallic and rated for underground use) from the pavement to the handhole."
706	821.01.B	Change the website address listed after the second paragraph on this page to read: <u>"http://www.nqs.noaa.gov/heightmod/GuidelinesPublications.shtml"</u>
711	822.03.B	Change the second paragraph to read: "If corrugations are required on concrete shoulders and the method of installation is not shown on the plans or directed by the Engineer, construct corrugations by grinding, or cutting."
718*	823.03.U	Change "MDNRE" to "MDEGLE" in four instances in this subsection.
720	823.04	Change the pay item seventh from the bottom of the list to read: "Water Shutoff, Adj, Temp, Case ____"
730	824.03.Q	Change the third sentence of the fourth paragraph to read: "Ensure placement of monumentation in accordance with section 821."
730	824.03.Q	Change the first sentence of the last paragraph to read: "The Department will not pay for work dependent on lost or destroyed stakes until the Contractor replaces the stakes."
732	824.04	Change the first sentence of the first paragraph following the list of pay items to read: "If the Engineer determines the Contractor will perform staking as extra work, the Department will pay for staking in accordance with section 103."
733	824.04	Change the left column header in Table 824-2 to read: "Percent of Original Contract Amount Earned"
739	902.02	Change the last aggregate testing description to read: "Determining Specific Gravity and Absorption of Fine Aggregates.....MTM 321"
742	902.03.C.1.a	Change the sentence to read: "Coarse aggregate includes all aggregate particles greater than or retained on the 3/4-inch sieve."
742	902.03.C.2.a	Change the sentence to read: "Intermediate aggregate includes all aggregate particles passing the 3/4-inch sieve through those retained on the No. 4 sieve."

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742	902.03.C.2.b.iii	Change the sentence to read as follows: "Maximum Loss by Washing per MTM 108 of 3.0 percent".
744	902.07	Delete the fourth paragraph of the subsection and replace it with the following: "The Engineer will only allow the use of granular material produced from crushed portland cement concrete for embankment and as trench backfill for non-metallic culvert and sewer pipes without associated underdrains. However, granular material produced from crushed portland cement concrete is not permitted as swamp backfill, nor within the top 3 feet below subgrade regardless of the application.
746*	902.11	Change the Item of Work by Section Number column in Table 902-1 for the 6AA row to read: "406, 601, 602, 706, 708, 806". Change the Item of Work by Section Number column in Table 902-1 for the 6A row to read: "206, 401, 402, 406, 601, 602, 603, 706, 806". Change the Item of Work by Section Number column in Table 902-1 for the 34R row to read: "401, 404, 406".
751*	902.11	Replace Table 902-6 with the Table 902-6 below.
751	Table 902-7	Under the Material column in the fourth row change the "FA2" to read "2FA".
751	Table 902-7	Under the Material column in the fifth row change the "FA3" to read "3FA".
752	Table 902-8	Under the Material column in the fourth row change the "FA2" to read "2FA".
752	Table 902-8	Under the Material column in the fifth row change the "FA3" to read "3FA".
761	Table 904-2	Delete the footnote f and any other reference to footnote f from the table.
767	905.03	Change the first sentence of the first paragraph to read: "Deformed bars, must meet the requirements of ASTM A 706, ASTM A 615, or ASTM A 996 (Type R or Type A only) for Grade 60 steel bars, unless otherwise required".
767*	905.03	Change the first sentence of the second paragraph to read: "Unless otherwise specified, spiral reinforcement must meet the requirements of plain or deformed Grade 40 steel bars of ASTM A 615, ASTM A 996 (Type A), or the requirements of cold-drawn wire of ASTM A 1064".
767	905.03	Change the first sentence of the third paragraph to read: "Bar reinforcement for prestressed concrete beams must meet the requirements of ASTM A 996 (Type R) for Grade 60 steel bars, except

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		the Engineer will allow bar reinforcement that meets the requirements of ASTM A 615 or ASTM A 996 (Type A) for Grade 40 steel bars for stirrups in prestressed concrete beams".
768	905.03.C	Change the first sentence in the subsection to read: "Epoxy coated steel reinforcement, if required, must be coated in accordance with ASTM A 775, with the following exceptions and additions."
768	905.03.C.3	Change the first sentence of this subsection to read: "Include written certification that the coated reinforcing bars were cleaned, coated, and tested in accordance with ASTM A 775 with the coating applicator."
768	905.05	Change the first sentence of the first paragraph to read: "Deformed steel bars must meet the requirements of ASTM A 706 or the requirements for Grade 40, Grade 50, or Grade 60 of ASTM A 615 or ASTM A 996 (Type R or Type A only)".
768	905.06	Delete this subsection in its entirety and replace it with the following: "Deformed wire fabric for prestressed concrete and fabric for concrete pavement reinforcement must meet the requirements of ASTM A 1064 and fabricated as required."
772*	906.07	Change the first paragraph to read: "High-strength bolt fasteners for structural joints must meet the requirements of ASTM F 3125 Grade A 325 Type 1 bolts. High-strength nuts for structural joints must meet the requirements of ASTM A 563 Grade DH or AASHTO M 292 Grade 2H. High-strength washers for structural joints must meet the requirements of ASTM F 436 Type 1 for circular, beveled, clipped circular, and clipped beveled washers." Change the second sentence of the second paragraph of this subsection to read: "Galvanized nuts must be tapped oversize in accordance with ASTM A 563 and meet Supplementary Requirements S1, Lubricant and Rotational Capacity Test for Coated Nuts and S2, Lubricant Dye."
777*	907.03.D.2.a	Change the first sentence of the second paragraph to read: "Angle sections must be nominal 2½ inch by 2½ inch by ¼ inch."
777*	907.03.D.2.b	Change the first sentence of the first paragraph to read: "Angle section braces must be nominal 1¾ inch by 1¾ inch by ¼ inch or nominal 2 inch by 2 inch ³⁄₁₆ inch."
782	908.04	Change the first sentence of the first paragraph of this subsection to read: "Steel castings for steel construction must meet the requirements of ASTM A 148 for Grade 60/90 carbon steel castings, as shown on the plans, unless the Engineer approves an alternate in writing."

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784*	908.09.C	Change this subsection to read: "C. Hardware. Railing anchor studs must meet the requirements of ASTM A 449 Type 1. Heavy hex nuts must meet the requirements of ASTM A 563. Bolts, used as rail fasteners, must meet the requirements of ASTM F 3125 Grade A 325, Type 1. Where called for, round head bolts must meet the requirements of ASTM A 449 Type 1. The material for the railing hand hole screws must meet the requirements of ASTM A 276, Type 304. All nuts must meet the requirements of ASTM A 563 Grade DH or AASHTO M 292 Grade 2H. All flat washers must meet the requirements of ASTM F 436. Lock washers must be steel, regular, helical spring washers meeting the requirements of ANSI B18.21.1 - 1972. Bolts, nuts, washers and other hardware must be hot-dip galvanized in accordance with AASHTO M 232. Galvanized nuts must be tapped oversize in accordance with ASTM A 563, and meet Supplementary Requirements S1, Lubricant and Rotational Capacity Test for Coated Nuts, and S2, Lubricant Dye."
784	908.11.A	Change the first sentence of the first paragraph to read: "Steel beam sections, backup elements, terminal end shoes, and special end shoes must meet the requirements of AASHTO M 180, for Class A guardrail."
785*	908.11.B	Change the second paragraph to read: "Bolts, nuts, and round washers for guardrail, other than at bridge barrier railings, must meet the requirements of ASTM A 307 (Grade A), ASTM A 563 (Grade A with Supplementary Requirements S1 of ASTM A 563), and ASTM F 436, respectively." Change the third paragraph to read: "Washers, other than round washers, for guardrail must meet the requirements for circular washers in ASTM F 436 except that the dimensions must be as shown on the plans." Change the fifth paragraph to read: "Bolts, nuts, and washers for connections at bridge barrier railings must conform to ASTM F 3125 Grade A 325 Type 1 galvanized high-strength structural bolts with suitable nuts and hardened washers."
787	908.14.B	Add the following sentence to the end of the third paragraph of this subsection: "Exposed threaded ends of anchor bolts must be galvanized a minimum of 20 inches." Change the sixth paragraph in this subsection to read: "Provide washers meeting the requirements of ASTM F 436 for circular washers."
787	908.14.B	Change the second sentence of the fourth paragraph to read "After coating, the maximum limit of pitch and major diameter for bolts with a

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Page	Subsection	Errata
		diameter no greater than 1 inch may exceed the Class 2A limit by no greater than 0.021 inch, and by no greater than 0.031 inch for bolts greater than 1 inch in diameter".
787*	908.14.C	Change the first paragraph to read "Provide either four or six high strength anchor bolts per the contract plans, meeting the mechanical requirements of ASTM F 1554, for Grade 105, with each standard. Anchor bolts for traffic signal strain poles must meet the requirements of subsection 908.14.B with the following exceptions and additions:"
789	909.03	Change the second sentence of the second paragraph to read: "As an alternative to the AASHTO M 36 requirements for metal pipe, the Contractor may use gasket material meeting the low temperature flexibility and elevated temperature flow test requirements of ASTM C 990, excluding the requirements for softening point, flashpoint and fire point."
793	909.06	Change the first sentence of the second paragraph of this subsection to read: "Provide Corrugated Polyvinyl Chloride Pipe (CPV) and required fittings meeting the requirements of AASHTO M 304."
793*	909.05.D	Change the second sentence of the paragraph to read "Provide a continuous welded joint to create a watertight casing that is capable of withstanding handling and installation stresses. Perform field welding by the SMAW process using E7018 electrodes."
794*	909.08.A	Change the first sentence to read: "Provide bridge deck downspouts of PE pipe meeting the requirements of ASTM F 714, PE 4710, DR 26."
804	Table 909-9	In the note area at the bottom of the table change the designation of the second note from "c." to "b."
811	910.04	Add the following sentence to the end of this subsection: "Fabricate silt fence according to subsection 916.02."
814	Table 911-1	In the 4 th row of the 5 rows in the table change the Property listed as "Total Organic Content (TOC)" to read "Total Organic Carbon (TOC)".
829*	912.08.K	Replace Table 912-10 with the Table 912-10 below.
833*	913.03.B	Change the first sentence of the first paragraph to read: "Clay brick, to construct manholes, catch basins, and similar structures, must meet the requirements of ASTM C 32, for Grade MS."
837*	914.04	Add the following as subsection 914.04.C: "C. Lubricant-Adhesive for Neoprene Joint Seals. The lubricant-adhesive must be a single-component moisture-curing polyurethane and aromatic hydrocarbon solvent mixture meeting ASTM D 2835, Type

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		I. Ship in containers plainly marked with the lot or batch number of the material and date of manufacture. Store at temperatures between 58 and 80°F. Do not exceed 12 months shelf-life prior to use."
840	914.08	Change the first sentence of the second paragraph to read: "Straight tie bars for end-of-pour joints must consist of bars of the diameter and length shown on the plans meeting the requirements of ASTM A 615, ASTM A 706, or ASTM A 996 (Type R or Type A only)".
840*	914.09.A	Change the first sentence of the first paragraph to read: "Straight tie bars for longitudinal pavement joints must consist of bars of the diameter and length shown on the plans meeting the requirements of ASTM A 615, ASTM A 706, or ASTM A 996 (Type R or Type A only)".
840	914.09.B	Change the first sentence of the first paragraph to read: "Bent tie bars for bulkhead joints must consist of bars of the diameter and length shown on the plans."
841*	914.13	In the first sentence of this subsection change "ASTM D 1248, for Type III, Class B" to read "ASTM D 4976, Group 2, Class 4, Grade 4".
844	916.01.A	Change the first sentence to read: "Cobblestone must consist of rounded or semi-rounded rock fragments with an average dimension from 3 inches to 10 inches."
845	916.01.D.1	Change the second sentence to read: "Checkdams for ditch grades 2 percent or greater must be constructed using cobblestone or broken concrete ranging from 3 inches to 10 inches in size."
851*	917.10.B.1	Delete the paragraph and replace it with the following: "1. Class A. Provide and apply Class A chemical nutrient fertilizer either according to MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass, except the maximum single application rate of nutrient will be 48 pounds per acre, when soil tests are required or as indicated in subsections 917.10.B.1.a and 917.10.B.1.b."
851	917.10.B.1	Add the MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass, found below, after the first paragraph of this subsection.
853	917.15.B.1	Change the second sentence of the subsection to read: "The net must meet the requirements of subsection 917.15.D and be capable of reinforcing the blanket to prevent damage during shipping, handling, and installation."
857	918.01	Add the following two paragraphs following the first paragraph of this subsection: "Wall thickness and outside diameter dimensions must conform to ASTM D 1785 for smooth-wall schedule 40 and 80 PVC conduit

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		material. The Department will allow no more than 3 percent deviation from the minimum wall thickness specified.
		Wall thickness range must be within 12 percent in accordance with ASTM D 3035 for smooth-wall coilable schedule 40 and 80 PE conduit."
858	918.01.E	Delete the first three sentences of the second paragraph shown on page 858.
863	918.06.F.1	Delete the third paragraph in this subsection in its entirety and replace it with the following: "Provide smooth or deformed welded wire fabric in accordance with ASTM A 1064."
864	918.07.C	Change the first sentence of the first paragraph to read: "Provide anchor bolts, nuts, and washers meeting the requirements of subsection 908.14.A and subsection 908.14.B."
864	918.07.C	Delete the second sentence of the second paragraph.
864	918.07.C	Change the third sentence to read: "Provide anchor bolts threaded 4 inches beyond the anchor bolt projection shown on the plans."
867	918.08.C	Change the last sentence of the first paragraph on this page to read: "Galvanize bolts, nuts, washers, and lock washers as specified in subsection 908.14.B."
867	918.08.C	Change the last sentence of the subsection to read: "Provide each frangible base with manufacturer access covers as shown on the plans."
867*	918.08.D	Delete this subsection in its entirety and replace with the following: "Provide galvanized anchor bolts, studs, nuts, couplings, and washers in accordance with subsection 908.14."
879	918.10.J	Change the third sentence of the second paragraph of this subsection to read: "Provide anchor bolts and associated nuts, washers, and hardware meeting the requirements of subsection 908.14."
887	919.06	Change the second paragraph to read: "Shims must be fabricated from brass shim stock or brass strip meeting the requirements of ASTM B 36, for copper alloy UNS No. C26000, half-hard rolled temper, or fabricated from galvanized sheeting meeting the requirements of ASTM A 653, for Coating Designation G 90."
887	919.07.C	Change the sentence to read:

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20-03_INK Lead Service Line Replacement

Page	Subsection	Errata
		"Galvanized high-strength steel bolts, nuts, and washers for connecting arm connection flanges must meet the requirements of subsection 906.07."
903	921.03.D	Delete the last three sentences of the first paragraph of this subsection.
914	921.05.D	Change the first sentence of this subsection to read: "Provide anchor bolts meeting the requirements of subsection 908.14.C, including elongation and reduction of area requirements."
916	921.07	Change the first sentence of the first paragraph to read: "Provide LED case signs internally illuminated by LEDs and changeable message case signs internally illuminated with LED light sources."
936	922.04.B	In the first sentence of the first paragraph change the "R-52" to "R-126".
936	922.04.B	Add the following to the end of the first paragraph: "Hardware used to connect the end section to the barrier must meet the requirements of NCHRP 350 or MASH (Test Level 3 or higher)."
936	922.04.B	In the first sentence of the second paragraph delete "R-52".
936	922.04.B	Change the fourth paragraph of this subsection to read as follows: For all endings requiring impact attenuators provide a NCHRP-350 Test Level 3 or MASH Test Level 3 approved impact attenuation system, unless otherwise approved by the Engineer.
952	Pay Item Index	Change the following pay items to read: "Conc Barrier, Rem123 204" "Conc Pole, Fit Up, (type)679 819"
953*	Pay Item Index	Delete the following pay item reading: "DB Cable, in Conduit, 600 Volt, (number) 1/C# (size)678 819"
957	Pay Item Index	Delete the following pay item from the list: Guardrail Buffered End560 807
960	Pay Item Index	Change the following pay item to read: "Mobilization, Max (dollar)107 150"
961	Pay item Index	Delete the following pay items from the list: Pavt Mrkg, (material), 4 inch, SRSM, (color).....598.....811 Pavt Mrkg, (material), 4 inch, SRSM, 2 nd Application, (color).....598.....811
961	Pay Item Index	Change the following pay items in the list to read: Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, (color) Pavt Mrkg, Polyurea, ___ inch, Cross Hatching, (color) Add the following pay items to the list:

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Page	Subsection	Errata		
		"Pavt Mrkg, Polyurea, (legend).....	598	811
		Pavt Mrkg, Polyurea, (symbol).....	598	811
		Pedestal, Pushbutton, Alum.....	696	820
		Pedestal, Pushbutton, Rem.....	696	820"
962	Pay Item Index	Change the following pay items in the list to read: "Pile Driving Equipment, Furn (Structure No.) Pile, Galv (Structure No.)"		
963	Pay Item Index	Change the following pay item to read: "Rem Curing Compound, for Longit Mrkg, __ inch	598	811"
964	Pay Item Index	Change the following pay item to read: "Sewer, CI __, __ inch, Jacked in Place	200	402"
		"Sign Cover, Type I	622	812"
965*	Pay Item Index	Change the following pay item in the list to read: "Steel Casing Pipe, __ inch, Tr Det __ Site Preparation, Max (dollar)	646	815"
966	Pay Item Index	Change the following pay item to read: "Structures, Rem (Structure No.).....	123	204"
966	Pay Item Index	Delete the following pay item form the list; Temp Casing.....	533	718
967*	Pay Item Index	Delete the following pay item from the list; Truss Fdn Anchor Bolts, Replace.....	584	810
967	Pay Item Index	Change the following pay item in the list to read: "Traf Regulator Control"		
968*	Pay item Index	Change the following pay item in the list to read: "Water Shutoff, Adj, Temp, Case __ Watering and Cultivating, First Season, Min (dollar).....	646	815
		Watering and Cultivating, Second Season, Min (dollar)	646	815"
993	General Index	Change "Shop Plans (see Plans and Working Drawings)" to read "Shop Drawings (see Plans and Working Drawings)".		

An asterisk (*) indicates an entry which has been revised from an earlier version of this Supplemental Specification.

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Table 701-1 Concrete Structure Mixtures												
Concrete Grade (e,h)	Section Number Reference (i)	Cement Content per cyd (b,c)		Type A, D or no Admixture	Type MR, F, or G Admixtures (g)			Minimum Strength of Concrete (f)				
		lb	sack		Before Admixture	After Admixture (Type MR)	After Admixture (Type F or G)	Flexural (psi)		Compressive (psi)		
								7 Day	14 Day		28 Day (Class Design Strength)	7 Day
D (a)	706, 711, 712	658 (d)	7.0	0 - 3	0 - 6	0 - 7	625	700	725	3,200	4,000	4,500
S1	705	611	6.5	3 - 5	0 - 3	3 - 6	600	650	700	3,000	3,500	4,000
T	705, 706	611	6.5	3 - 7	0 - 4	3 - 7	550	600	650	2,600	3,000	3,500
S2 (a)	401, 705, 706, 712, 713, 801, 802, 803, 810	564	6.0	0 - 3	0 - 3	0 - 6	550	600	650	2,600	3,000	3,500
S3	402, 403, 803, 804, 806	517	5.5	0 - 3	0 - 3	0 - 6	500	550	600	2,200	2,600	3,000
a.	Unless otherwise required, use Coarse Aggregate 6AA or 17A for exposed structural concrete in bridges, retaining walls, and pump stations.											
b.	Do not place concrete mixtures containing supplemental cementitious materials unless the local average minimum temperature for the next 10 consecutive days is forecast to be above 40 °F. Adjustments to the time required for opening to construction or vehicular traffic may be necessary. Cold weather protection may be required, as described in the quality control plan. The restriction does not apply to Grade S1 concrete in foundation piling below ground level or Grade T concrete in tremie construction.											
c.	Type III cement is not permitted											
d.	Use admixture quantities specified by the Qualified Products Lists to reduce mixing water. Admixture use is required for Grade D, Grade S2, and Grade S3, concrete with a reduced cement content. Use a water-reducing retarding admixture at the required dosage for Grade D concrete to provide the setting retardation required. When the maximum air temperature is not forecast to exceed 60 °F for the day, the Contractor may use a water-reducing admixture or a water-reducing retarding admixture. Ensure Grade D concrete in concrete diaphragms contains a water-reducing admixture, or a water-reducing retarding admixture. For night casting, the Contractor may use a water-reducing admixture in lieu of water-reducing retarding admixture, provided that the concrete can be placed and finished prior to initial set.											
e.	The mix design basis for bulk volume (dry, loose) of coarse aggregate per unit volume of concrete is 68% for Grade S1, and 70% for Grade D, Grade S2, Grade T, and Grade S3.											
f.	The Contractor may use flexural strength to determine form removal. Use compressive strength for acceptance in other situations.											
g.	MR = Mid-range.											
h.	The Engineer will allow the use of an optimized aggregate gradation as specified in section 604.											
i.	Section Number Reference:											
401	Culverts	711	Bridge Railings	803	Concrete Sidewalk, Sidewalk Ramps, and Steps							
402	Storm Sewers	712	Bridge Rehabilitation-Concrete	804	Concrete Barriers and Glare Screens							
403	Drainage Structures	713	Bridge Rehabilitation-Steel	806	Bicycle Paths							
705	Foundation Piling	801	Concrete Driveways	810	Permanent Traffic Signs and Supports							
706	Structural Concrete Construction	802	Concrete Curb, Gutter and Dividers									

**Table 902-6
Superpave Final Aggregate Blend Physical Requirements**

Est. Traffic (million ESAL)	Mix Type	Percent Crushed Minimum Criteria		Fine Aggregate Angularity Minimum Criteria		% Sand Equivalent Minimum Criteria		Los Angeles Abrasion % Loss Maximum Criteria		% Soft Particles Maximum Criteria (b)		% Flat and Elongated Particles Maximum Criteria (c)	
		Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course	Top & Leveling Courses	Base Course
< 0.3	LVSP	55/—	—	—	—	40	40	45	45	10	10	—	—
< 0.3	E03	55/—	—	—	—	40	40	45	45	10	10	—	—
≥ 0.3 - < 1.0	E1	65/—	—	40	—	40	40	40	45	10	10	—	—
≥ 1.0 - < 3	E3	75/—	50/—	40(a)	40(a)	40	40	35	40	5	5	10	10
≥ 3 - < 10	E10	85/80	60/—	45	40	45	45	35	40	5	5	10	10
≥ 10 - < 30	E30	95/90	80/75	45	40	45	45	35	35	3	4.5	10	10
≥ 30 - < 100	E50	100/10 0	95/90	45	45	50	50	35	35	3	4.5	10	10

(a) For an E3 mixture type that enters the restricted zone as defined in Table 902-5, the minimum is 43. If these criteria are satisfied, acceptance criteria and associated incentive/disincentive or pay adjustment tied to this gradation restricted zone requirement included in contract, do not apply. Otherwise, final gradation blend must be outside of the restricted zone.

(b) Soft particles maximum is the sum of the shale, siltstone, ochre, coal, clay-ironstone and particles that are structurally weak or are non-durable in service.

(c) Maximum by weight with a 1 to 5 aspect ratio.

Note: "85/80" denotes that 85 percent of the coarse aggregate has one fractured face and 80 percent has at least two fractured faces.

Table 912-10 Minimum Retention Requirements				
Preservative	Minimum Retention, (pcf)			AWPA Standard
	Guardrail Posts	Sign Posts	Blocks	
Pentachlorophenol	0.60	0.50	0.40	A6
CCA, ACZA	0.60	0.50	0.40	A11
ACQ (a)	0.60	Not Allowed	0.40	A11
CA-B (a)	0.31	Not Allowed	0.21	A11
CA-A (a)	0.31	Not Allowed	0.15	A11
Other Waterborne preservatives	AWPA Commodity Specification A, Table 3.0, Use Category 4B	Not Allowed	AWPA Commodity Specification A, Table 3.0, Use Category 4A	A11
a. Non-Metallic washers or spacers are required for timber and lumber treated with ACQ or CA placed in direct contact with aluminum. Do not use with sign posts.				

An asterisk (*) indicates an entry which has been revised from an earlier version of this Supplemental Specification.
20-03_INK Lead Service Line Replacement

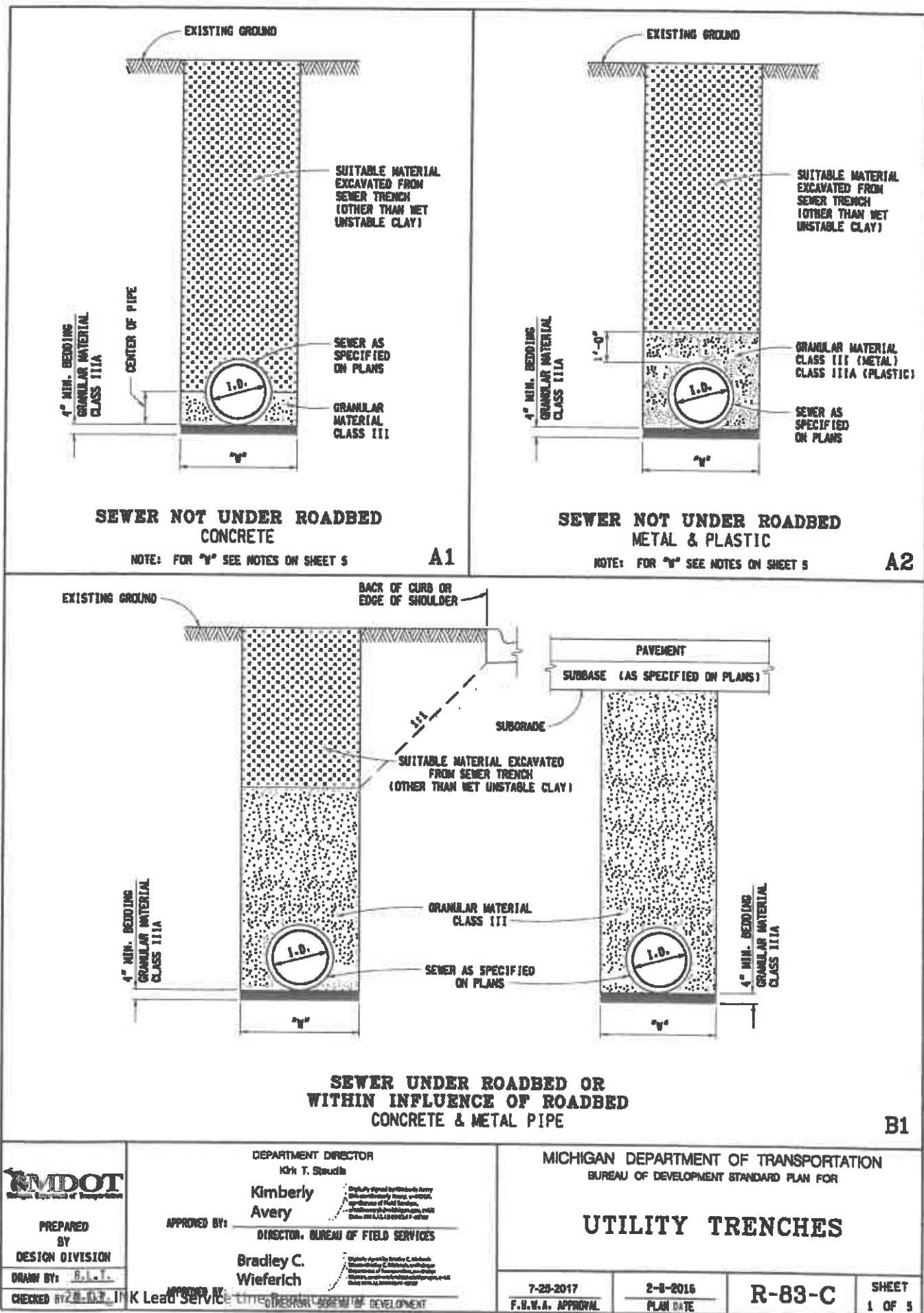
MSU Soil Testing Lab Recommendations for Phosphorus Applications to Turfgrass
3/8/2012

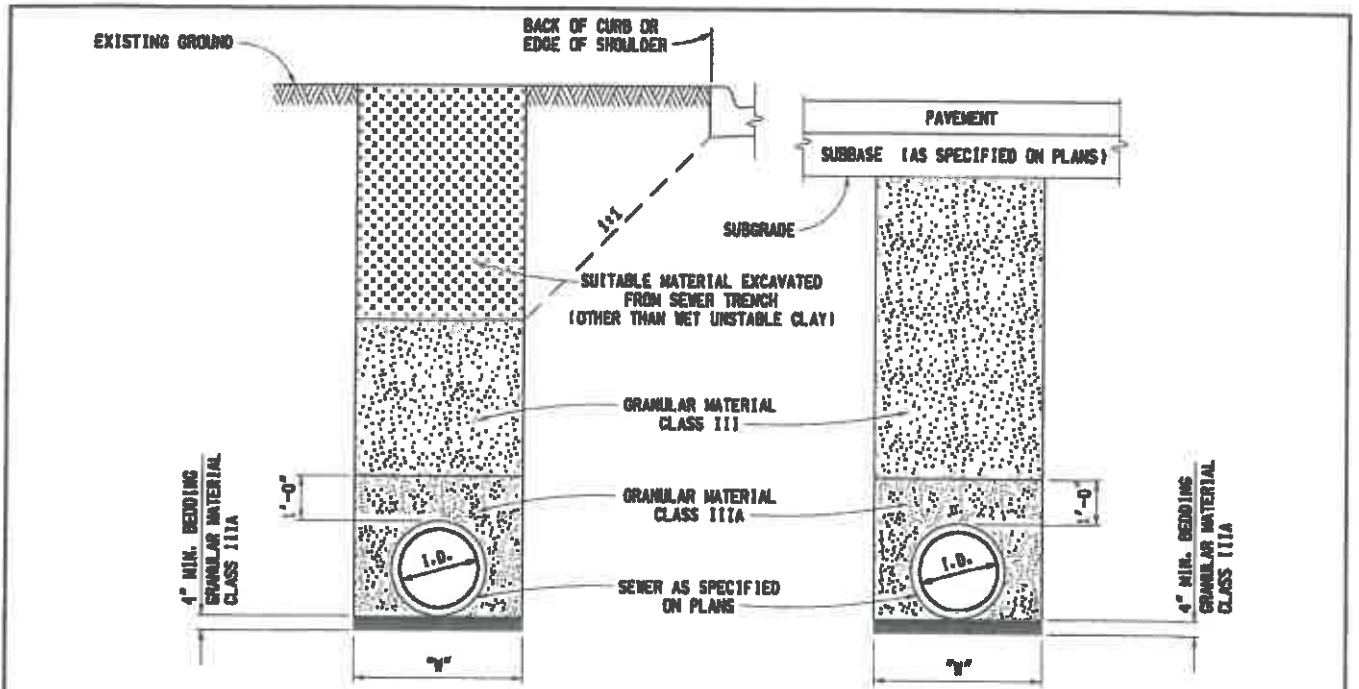
		Sand based rootzone establishment	Golf greens and tees est. or mature; Kentucky bluegrass or perennial ryegrass athletic fields est. or mature; sand based rootzone mature	Lawns, golf course fairways; establishment or mature	Establishment without soil test
Bray P1, Mehlich 3 Soil Test Value (ppm): pH<7.4	Olsen Soil Test Value (ppm) pH>7.4	Recommendation (lbs. P₂O₅/1000 ft.²)	Recommendation (lbs. P₂O₅/1000 ft.²)	Recommendation (lbs. P₂O₅/1000 ft.²)	Recommendation (lbs. P₂O₅/1000 ft.²)
0	0	4.4	3.4	2.5	2.5 lbs. year (Maximum single application of 1.5 lbs.)
2	1.3	4.1	3.1	2.2	
4	2.7	3.9	2.7	1.9	
6	4	3.6	2.4	1.6	
8	5.3	3.4	2.0	1.3	
10	6.7	3.1	1.7	1.0	
12	8	2.8	1.4	0.7	
14	9.3	2.6	1.0	0.4	
16	10.7	2.3	0.7	0.1	
18	12	2.1	0.3	0.0	
20	13.3	1.8	0.0		109 lbs/acre year (maximum single application of 65 lbs/acre)
22	14.7	1.5			
24	16	1.3			
26	17.3	1.0			
28	18.7	0.8			
30	20	0.5			
32	21.3	0.2			
34	22.7	0.0			

Web resources: www.turf.msu.edu or www.bephosphorusmart.msu.edu

APPENDIX B

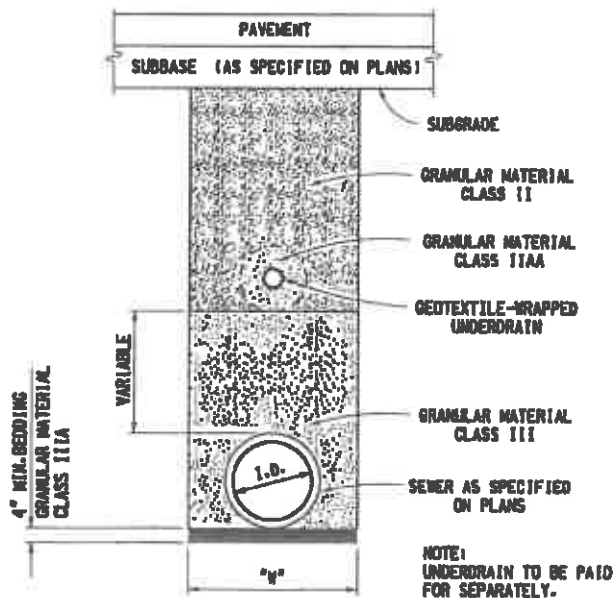
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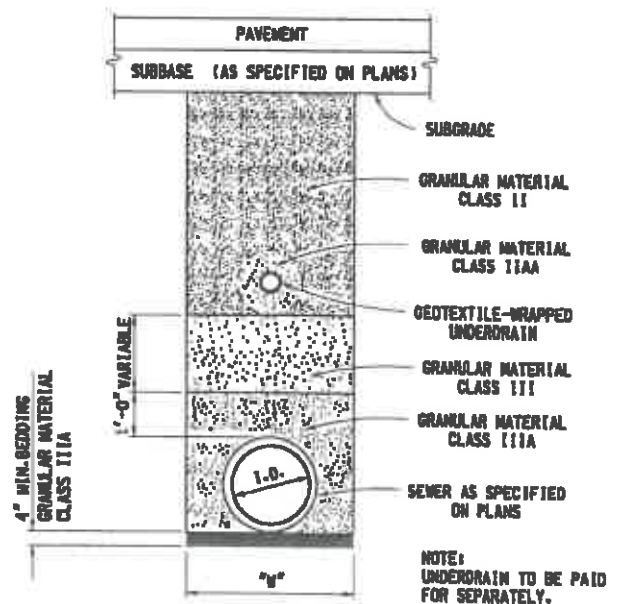
**SEWER UNDER ROADBED OR
WITHIN INFLUENCE OF ROADBED
PLASTIC PIPE**

B2



**SEWER WITH UNDERDRAIN UNDER ROADBED
CONCRETE & METAL PIPE**

C1



**SEWER WITH UNDERDRAIN UNDER ROADBED
PLASTIC PIPE**

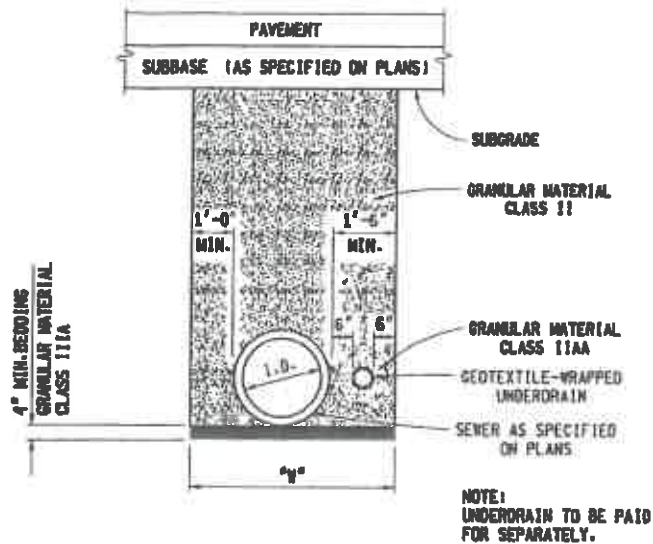
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MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

UTILITY TRENCHES

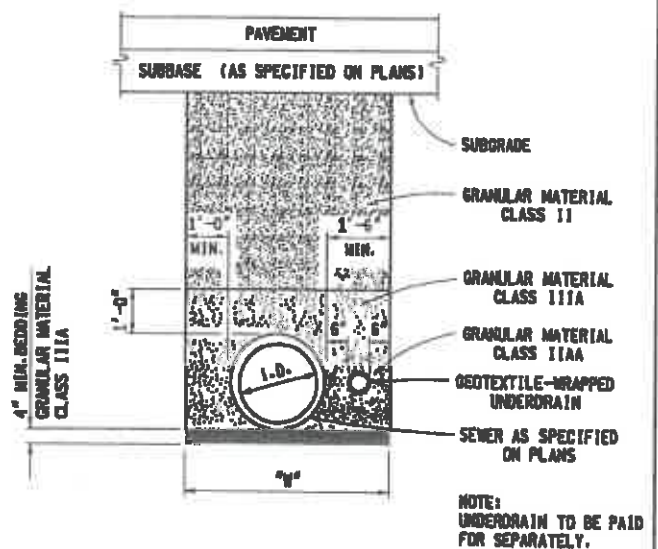
18

7-25-2017 F.N.V.A. APPROVAL	2017-02-14 PLAN DATE	2-11-2016 Service and Replacement	R-88-G	SHEET 1 of 5
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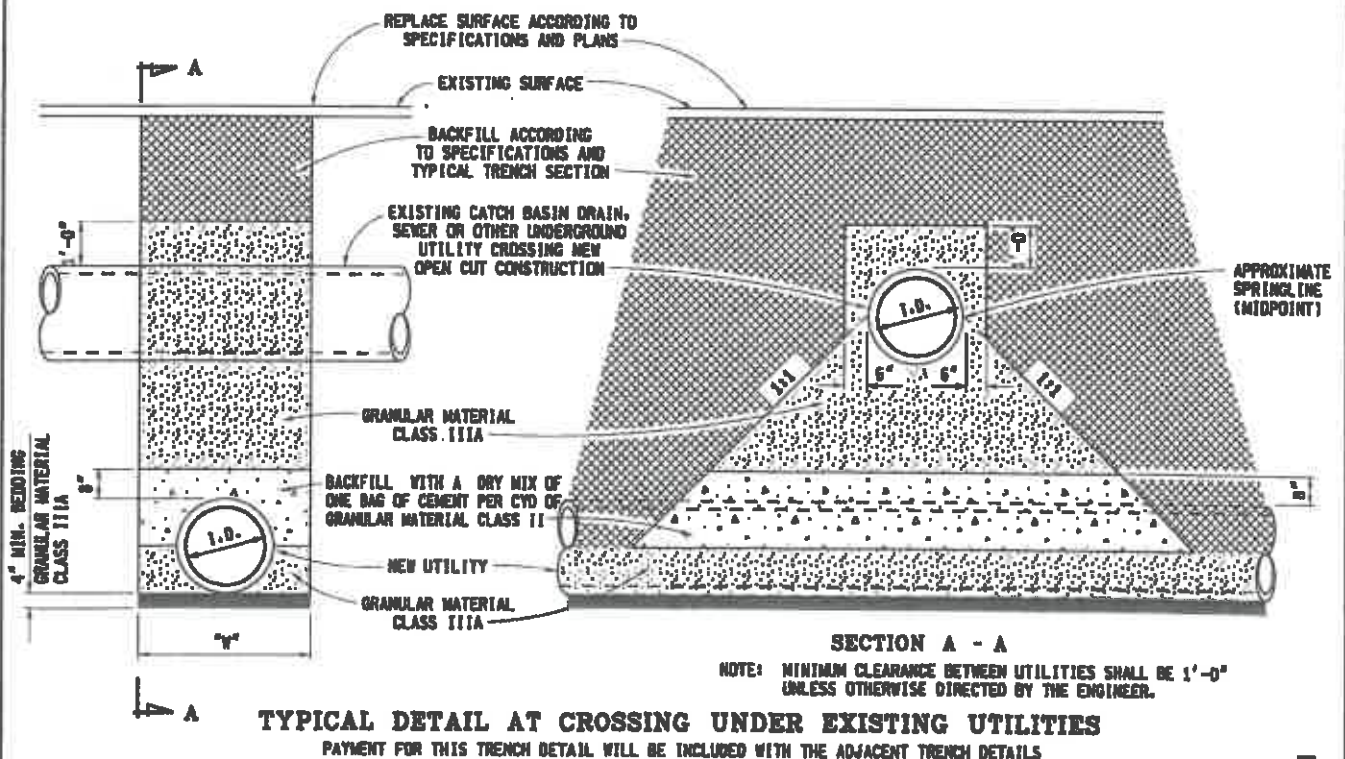
**SEWER WITH UNDERDRAIN UNDER ROADBED
CONCRETE & METAL PIPE
(FOR SHALLOW SEWERS)**

D1



**SEWER WITH UNDERDRAIN UNDER ROADBED
PLASTIC PIPE
(FOR SHALLOW SEWERS)**

D2



TYPICAL DETAIL AT CROSSING UNDER EXISTING UTILITIES
PAYMENT FOR THIS TRENCH DETAIL WILL BE INCLUDED WITH THE ADJACENT TRENCH DETAILS

E

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

UTILITY TRENCHES

20-03_INK Lead Service Line Replacement

7-25-2017
F.H.V.A. APPROVAL

2-8-2016
PLAN DATE

R-83-C

SHEET
3 OF 5

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MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

UTILITY TRENCHES

NOTES:

BACKFILLING SHALL BE ACCORDING TO THE STANDARD SPECIFICATION.
SUFFICIENT TRENCH WIDTH SHALL BE PROVIDED TO ALLOW FREE WORKING SPACE
AND TO PERMIT COMPACTING THE BACKFILL AROUND THE PIPE.

THE FOLLOWING ARE MINIMUM TRENCH WIDTHS:

I.O. PIPE SIZE (INCHES)	LESS THAN 18	21	24	30	36
TRENCH WIDTH (FEET)	3.0	3.5	4.0	5.0	6.0

I.O. PIPE SIZE (INCHES)	42	48	54	60	66	72
TRENCH WIDTH (FEET)	7.0	8.0	9.5	10.0	10.5	11.0

I.O. PIPE SIZE (INCHES)	78	84	90	96	102	108
TRENCH WIDTH (FEET)	11.5	12.0	12.5	13.0	13.5	14.0

ESTIMATED PAVEMENT REMOVAL WIDTH IS TO BE TRENCH WIDTH "W" PLUS 1'-0" EACH SIDE OF THE TRENCH (6'-0" MINIMUM).

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

UTILITY TRENCHES

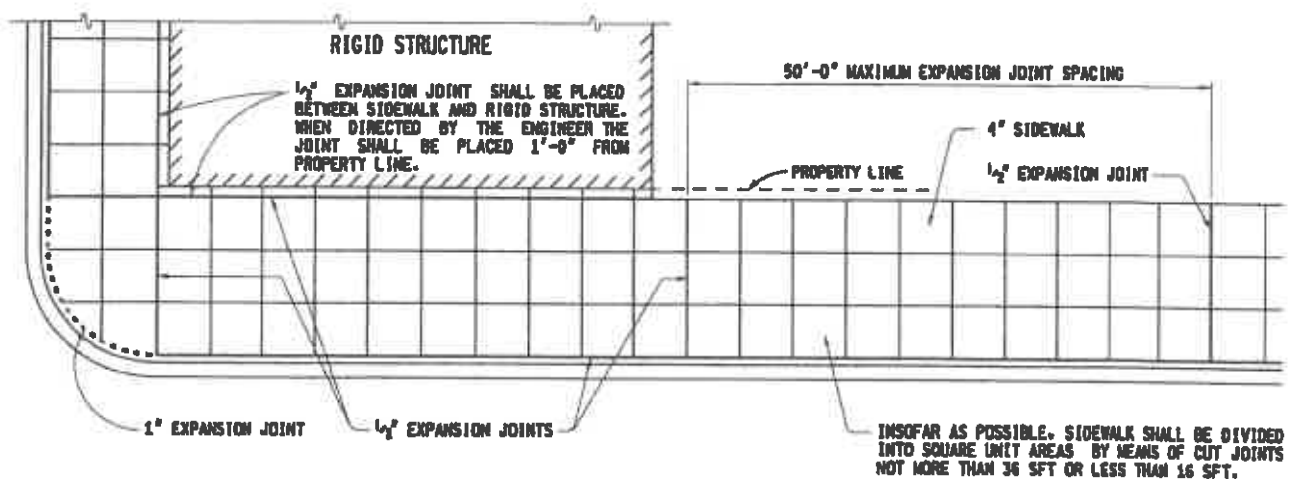
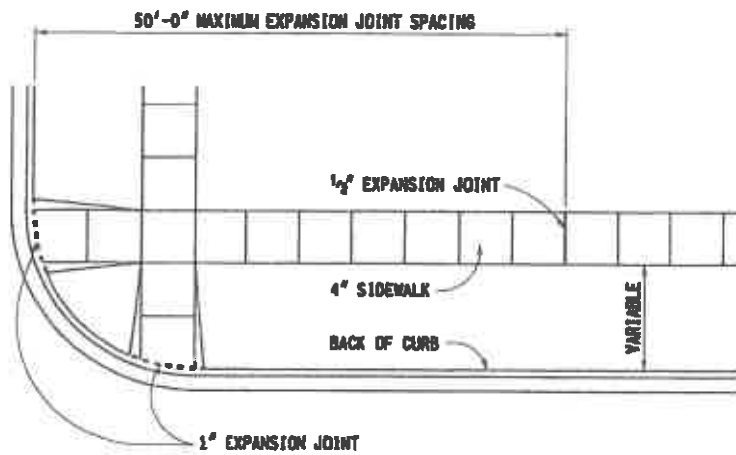
20-03_INK Lead Service Line Replacement

7-25-2017
F.H.V.A. APPROVAL

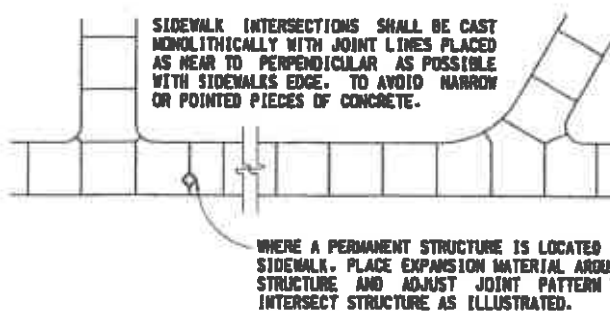
2-8-2016
PLAN DATE

R-83-C

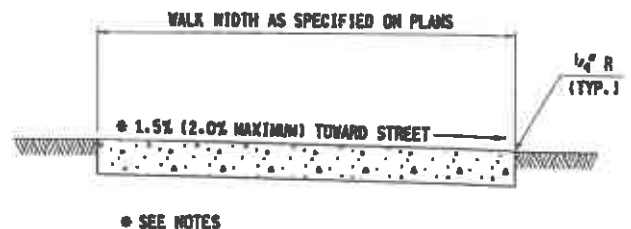
SHEET
5 OF 5



LOCATION OF JOINTS IN CONCRETE SIDEWALK



TYPICAL SIDEWALK JOINT LAYOUTS



4" CONCRETE SIDEWALK



PREPARED
BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.B.P.

DEPARTMENT DIRECTOR
Kirk T. Staudle

APPROVED BY:

Randy U. Pugh
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY:

Mark A. Van Pelt
DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

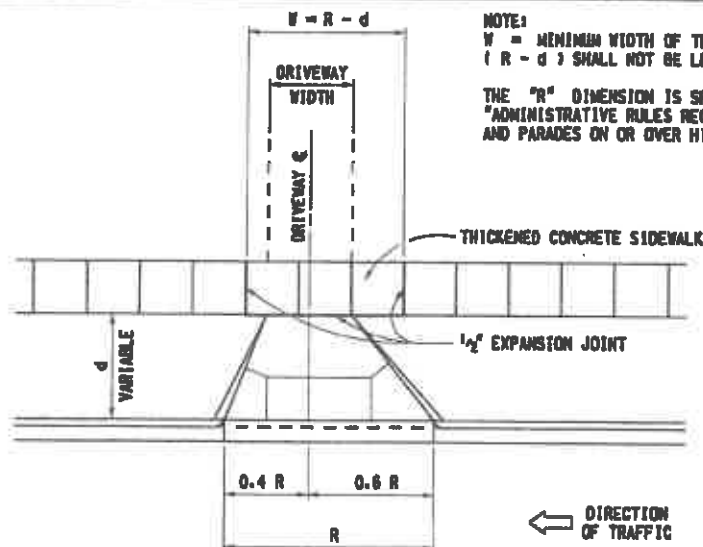
DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK

9-30-2014
F.R.W.A. APPROVAL

2-1-2015
PLAN DATE

R-29-1
SERVICE LINE REPLACEMENT

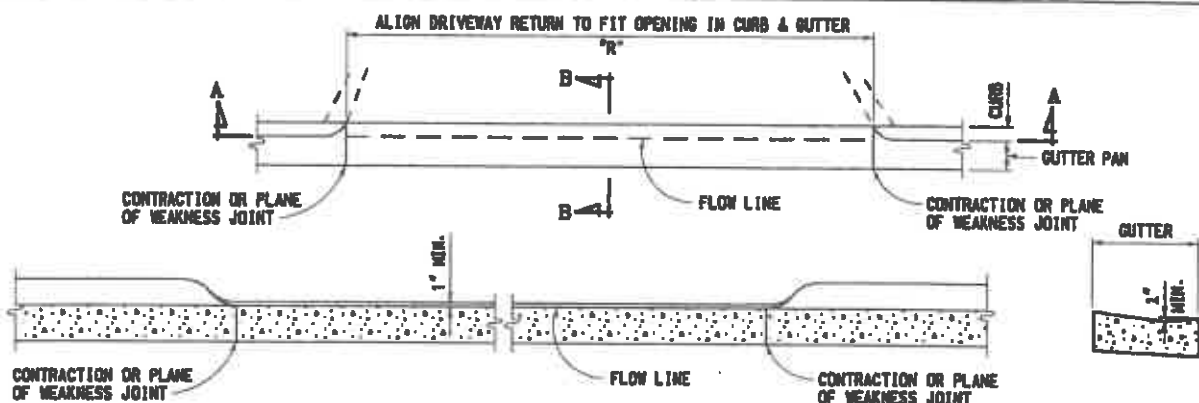
SHEET
1 OF 4



NOTE:
 W = MINIMUM WIDTH OF THICKENED CONCRETE SIDEWALK.
 $(R - d)$ SHALL NOT BE LESS THAN DRIVEWAY WIDTH.

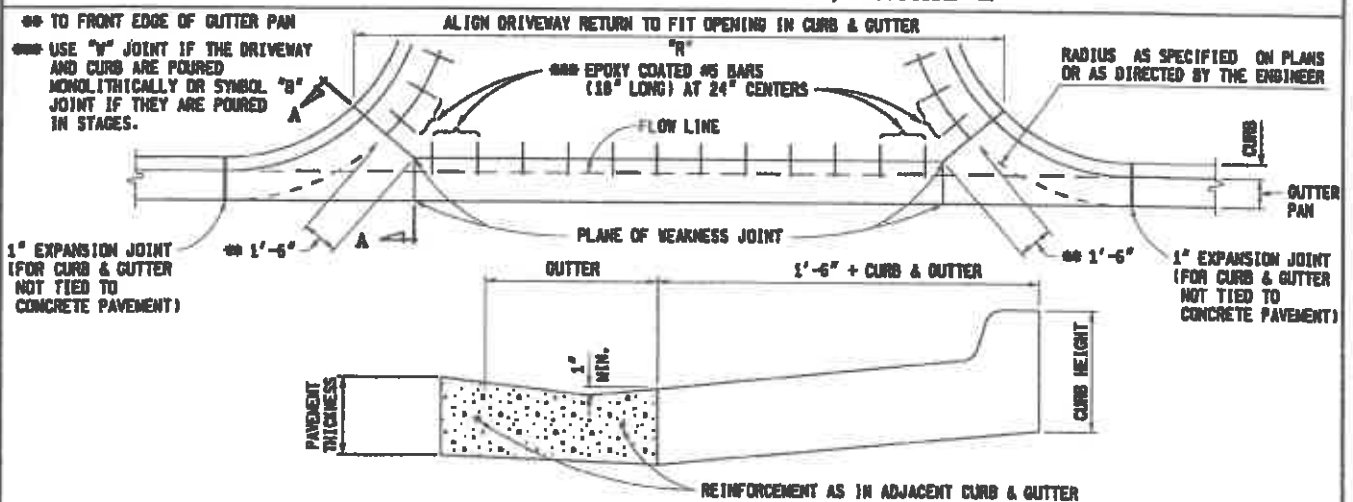
THE "R" DIMENSION IS SPECIFIED IN THE PUBLICATION
 "ADMINISTRATIVE RULES REGULATING DRIVEWAYS, BARRIERS
 AND PARADES ON OR OVER HIGHWAYS".

CONCRETE DRIVEWAY OPENING LAYOUT



SECTION A - A
 CONCRETE DRIVEWAY OPENING, DETAIL L

SECTION B - B



SECTION A - A
 CONCRETE DRIVEWAY OPENING, DETAIL M

NOTE:
 FOR ROADWAYS WITH CONCRETE PAVEMENTS, LONGITUDINAL LANE TIES WILL BE CONTINUOUS THROUGH THE DRIVEWAY OPENING AND THE SPACING OF THE #5 BARS IN CONCRETE DRIVEWAYS SHALL BE ADJUSTED TO AVOID CONFLICT WITH THE LONGITUDINAL LANE TIES.

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR
**DRIVEWAY OPENINGS
 & APPROACHES,
 AND CONCRETE SIDEWALK**

20-03_INK Lead Service Line Replacement

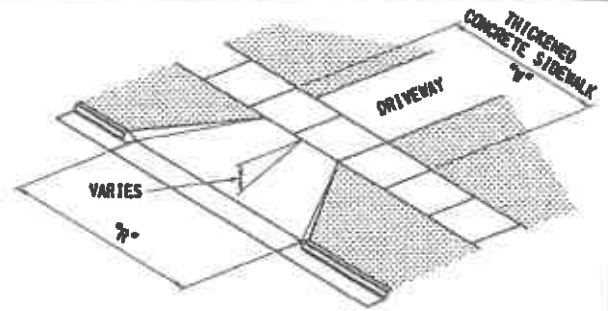
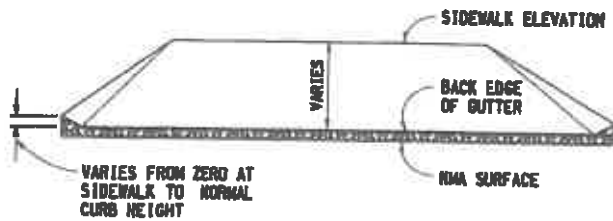
9-30-2014
 F.H.W.A. APPROVAL

7-1-2014
 PLAN DATE

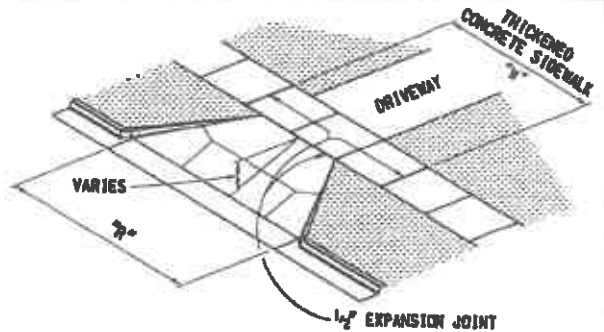
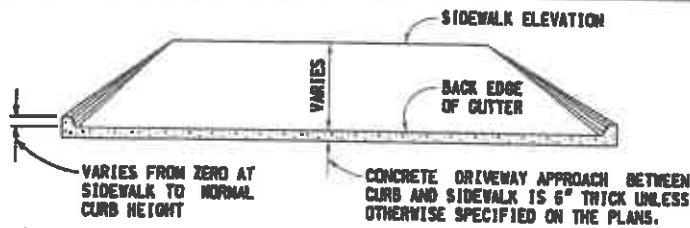
R-29-I

SHEET
 2 OF 4

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HMA DRIVEWAY APPROACH (TO BE USED WITH DETAIL L)

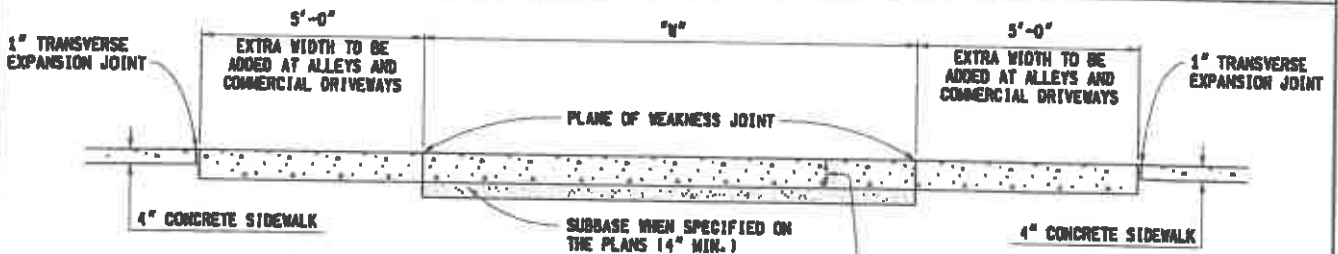


NOTES:

MONOLITHIC CURB IS INCLUDED IN THE CONCRETE DRIVEWAY APPROACH QUANTITY.

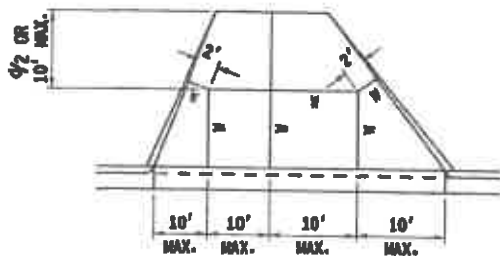
REINFORCEMENT IS NOT REQUIRED UNLESS SPECIFIED ON THE PLANS. WHEN REINFORCEMENT IS SPECIFIED, SEE CHART ON THIS SHEET.

CONCRETE DRIVEWAY APPROACH (TO BE USED WITH DETAIL L OR M)



WHEN CONCRETE DRIVEWAY APPROACH IS SPECIFIED, THE THICKENED CONCRETE SIDEWALK THICKNESS IS EQUAL TO THE THICKNESS OF THE CONCRETE DRIVEWAY APPROACH. WHEN HMA DRIVEWAY APPROACH IS SPECIFIED, THE THICKENED CONCRETE SIDEWALK THICKNESS IS 6" MIN.

THICKENED CONCRETE SIDEWALK



ADJUST DRIVEWAY JOINTS AS NEEDED TO ALIGN WITH ANY COINCIDING TRANSVERSE PAVEMENT JOINTS.

JOINT LAYOUT IS AS INDICATED OR AS DIRECTED BY THE ENGINEER.

INTERMEDIATE DRIVEWAY JOINT DETAILS

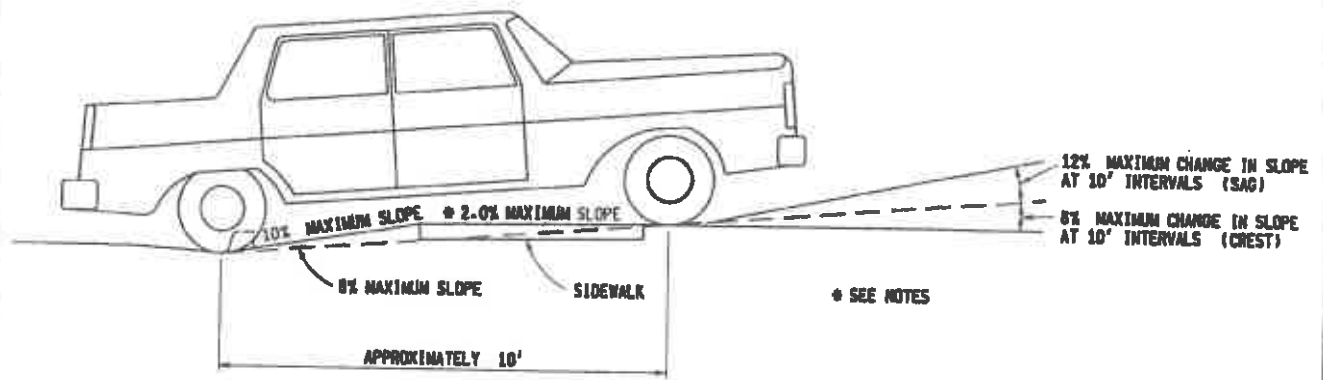
REINFORCEMENT FOR CONCRETE DRIVEWAYS

CONCRETE DRIVEWAY THICKNESS	WIRE SIZE (6" x 6" MESH)	AVERAGE WEIGHT (LBS/100 SFT)
LESS THAN 8"	#1.4	21
	#2.9	42
8" OR GREATER	USE WIRE FABRIC REINFORCEMENT SPECIFIED ON STANDARD PLAN R-37-SERIES	

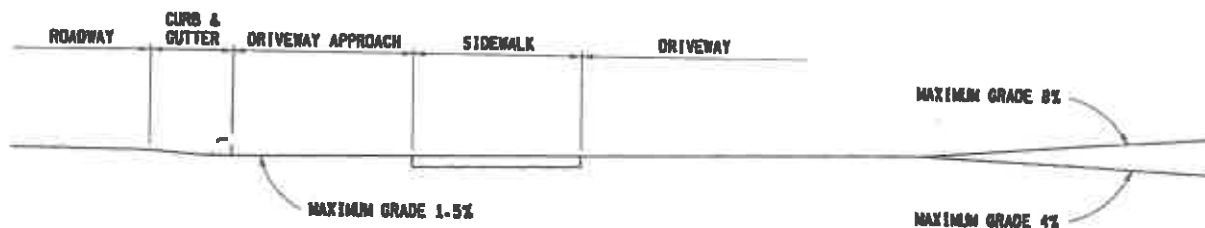
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK

9-30-2014 2013 10-1-2014 10-1-2014 10-1-2014 10-1-2014
F.R.V.A. APPROVAL PLAN DATE SERVICE REPLACEMENT SHEET 4



LOW VOLUME COMMERCIAL OR RESIDENTIAL DRIVEWAY SLOPES



COMMERCIAL DRIVEWAY PROFILE FOR MAJOR TRAFFIC GENERATORS

NOTES:

FOR DRIVEWAY DESIGN REFER ALSO TO "ADMINISTRATIVE RULES REGULATING DRIVEWAYS, BARRIERS, AND PARADES ON OR OVER HIGHWAYS" AND GEOMETRIC DESIGN G-680-SERIES, COMMERCIAL DRIVEWAYS.

FOR CURB AND GUTTER DETAILS, SEE STANDARD PLAN R-30-SERIES.

TRANSVERSE SIDEWALK SLOPES ARE TYPICALLY 1.5% (2.0% MAXIMUM). IN ORDER TO MEET SITE CONDITIONS, IF THE TRANSVERSE SLOPE IS REQUIRED TO BE LESS THAN 1.5%, LONGITUDINAL DRAINAGE MUST BE PROVIDED.

WHEN SETTING GRADES FOR COMMERCIAL DRIVES, THE TYPES OF VEHICLES USING THE DRIVE SHOULD BE CONSIDERED.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR
**DRIVEWAY OPENINGS
& APPROACHES,
AND CONCRETE SIDEWALK**

20-03_INK Lead Service Line Replacement

8-30-2014
F.B.V.A. APPROVAL

7-1-2014
PLAN DATE

R-29-I

SHEET
4 OF 4

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**AIA****Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Lang Constructors, Inc

9145 Coruna Road

Flinn, MI 48532

SURETY:*(Name, legal status and principal place of business)*

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:*(Name, legal status and address)*

City of Inkster

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

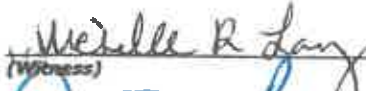
BOND AMOUNT: Five Percent of Bid (5% of Bid)**PROJECT:** 20-03 INK Lead Service Line Replacement*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

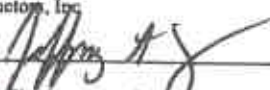
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 2nd day of March, 2020


(Witness)

(Witness) Amie Barker

Lang Constructors, Inc
(Principal)  (Seal)
(Title)
United States Fire Insurance Company
(Surety)  (Seal)
(Title) Dan Cusenza, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01129408920

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Currenza, James Slear, Heather Buonodono

each, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-in-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article II thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

A.R.R.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 2020



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



Lead Service Line Replacement



Pre-Bid Meeting 20-03_INK

Meeting Date: 2/17/2020

Facilitator: Jerome Bivins, DPS Director

Place/Room: Council Chambers

Name	Company	Email	Primary Phone
Sam Baker	All seasons underground	allseasonsund@allseasonsund.com	313-918-8915
Desiree Mate	Major Cement	dmate@majorcementco.com	313-532-3212
Josh Quire	sewer & water specialist		313-580-7000
Jeff Gibson	sewer & water specialist	JeffG@sws-michigan.com	734-365-4905
Mark Masters	Lang Constructors	Mark@Langbuild.com	810-743-6702
Sean Shepherd	Badger Daylighting	sshepherd@badgerinc.com	734-735-2727
Vince D'Angelo	D'Angelo Brothers	VINCE@D'ANGELO-BROTHERS.com	248-515-1942
Miles Reynolds	RDC const services	Robert@rdcconst.net	734-684-5386 313 300 8665
	HSE Contracting		
Ellis P. Monk	MichiganMonk@yahoo.com	MichiganMonkInc.	313 333 2982

