

# MARSH CREEK #2 DRAIN

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## BIDDING DOCUMENTS



Prepared For:

**SAGINAW COUNTY PUBLIC WORKS COMMISSIONER**

Prepared By:



Project I.D. Number 135292SG2023

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**SAGINAW COUNTY PUBLIC WORKS COMMISSIONER**

**MARSH CREEK #2 DRAIN**

**NOTICE OF LETTING**

**NOTICE OF LETTING**

**DATE:** January 8, 2025  
**TIME:** 10:00 a.m.  
**LOCATION:** Spicer Group, Inc.  
230 S. Washington Avenue  
Saginaw, MI 48607  
**QUESTIONS:** (989) 295-5029

The Saginaw County Public Works Commissioner will meet on the above date, time and location to receive construction bids for the Marsh Creek #2 Drain. Bids will then be opened and publicly announced.

The Marsh Creek #2 Drain project will be let in 1 section as follows, each section having the length, average depth and width as set forth:

*Said Drain is an open channel, approximately 9.5 miles in length, and has an average depth of 8 feet and an average bottom width of 12 feet. This Notice of Letting, the plans, specifications, and bid proposal shall be considered a part of the contract. The following items will be required, and a contract let for same*

**MARSH CREEK #2 DRAIN**

**OPEN CHANNEL CONSTRUCTION**

11,036	Lin. Ft.	Channel Cleanout - 15' Bottom
1,484	Lin. Ft.	Channel Excavation - 15' Bottom
10,603	Lin. Ft.	Channel Cleanout - 12' Bottom
3,252	Lin. Ft.	Channel Excavation - 12' Bottom
584	Lin. Ft.	Channel Cleanout - 10' Bottom
412	Lin Ft.	Channel Excavation – 10' Bottom
2,108	Lin. Ft.	Channel Cleanout - 8' Bottom
400	Lin. Ft.	Channel Excavation – 8' Bottom
4,511	Lin. Ft.	Channel Cleanout - 6' Bottom
1,483	Lin. Ft.	Channel Excavation - 6' Bottom
1,265	Lin. Ft.	Channel Cleanout - 4' Bottom
370	Lin. Ft.	Channel Excavation - 4' Bottom
24,801	Lin. Ft.	Spoil Leveling (Both Sides)
12,584	Lin. Ft.	Spoil Leveling (One Side)
4,801	Lin. Ft.	Spoil Hauling (One Side)

155	Lin. Ft.	Spoil Hauling (Both Sides)
1	Lump Sum	Site Clearing

**CROSSINGS**

No. 1 Station 37+75 - McDonald, T III & K - Private Crossing Footbridge

- - No Work

No. 2 Station 114+96 - Teft Road - SCRC

- - No Work

No. 3 Station 117+26 - Saginaw Valley Rail Trail - Saginaw County

1 Lump Sum Construct 4 Access Ramps (Approximately 1100 Cyds, CIP)

4 Each Access Ramp Gate

No. 4 Station 143+50 - Graham Road - MDOT

- - No Work

No. 5 Station 182+02 - Spencer Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 6 Station 219+99 - Leshner, D & D - Private Crossing Footbridge

1 Lump Sum Cleanout Existing Crossing

No. 7 Station 236+36 - Visnaw, D & C - Private Crossing Footbridge

1 Lump Sum Cleanout Existing Crossing

No. 8 Station 249+36 - McKeage, R & McKeage, M - Private Crossing Footbridge

1 Lump Sum Cleanout Existing Crossing

No. 9 Station 276+64 - Orr Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 10 Station 285+89 - Roosevelt Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 11 Station 292+92 - Zellinko Farms Realty LLC - Private Crossing - Footbridge

1 Lump Sum Remove Existing Crossing

No. 12 Station 312+92 - Zellinko Farms Realty LLC - Private Crossing - Footbridge

1 Lump Sum Cleanout Existing Crossing

No. 13 Station 347+32 - Fordney Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 14 Station 367+12 - Coven, A - Private Crossing

1 Lump Sum Remove Existing Crossing

No. 15 Station 378+71 - Swan Creek Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 16 Station 391+58 - Pretzer Road - SCRC

1 Lump Sum Cleanout Existing Crossing

No. 17 Station 427+82 - Glover, D & K - Private Crossing

1 Lump Sum Cleanout Existing Crossing

No. 18 Station 443+46 - Beyersdorf, L & M - Private Drive

1 Lump Sum Cleanout Existing Crossing

No. 19 Station 466+67 - Born, D - Private Drive

1 Lump Sum Cleanout Existing Crossing

No. 20 Station 479+41 - Jungitsch, F & D - Private Drive

1 Lump Sum Cleanout Existing Crossing

No. 21 Station 482+40 - Jungitsch, F & D - Private Drive

50 Lin. Ft. 48" HP Storm

No. 22 Station 498+96 - Ederer Road - SCRC

60 Lin. Ft. 42" HP Storm

**MAINTENANCE ACCESS**

400 Lin. Ft. 15" Maint. Lane Culvert  
80 Lin. Ft. 24" Maint. Lane Culvert  
80 Lin. Ft. 30" Maint. Lane Culvert  
24 Lin. Ft. 36" Maint. Lane Culvert (RCP) (Includes Cast-in-Place Concrete Collar)  
80 Lin. Ft. 42" Maint. Lane Culvert  
2 Each Maintenance Access Ramps

**SOIL EROSION AND SEDIMENT CONTROL**

900 Sq. Yds. Miscellaneous Plain Riprap  
40 Lin. Ft. Grass Spillway  
500 Lin. Ft. Plain Riprap Spillway  
3,500 Lin. Ft. Plain Riprap Toe of Slope Protection  
2,500 Sq. Yd. N.A.G. C-350 Erosion Control Blanket (or approved equal)  
2,200 Lin. Ft. Bank Repair (Filling and Grading)  
5 Each 15" Surface Outlet Tube - 35'  
5 Each 18" Surface Outlet Tube - 35'  
22 Each 10" and Larger Tile Outlet  
20 Each 6" to 8" Tile Outlet  
15 Each 4" to and Smaller Tile Outlet  
75 Each Plain Riprap Splash Pad

**MISCELLANEOUS ITEMS**

1 Lump Sum Seeding, Mulch, and Fertilize  
1 Lump Sum Cleanup and Restoration  
1 Lump Sum Traffic Control

This Notice of Letting, the plans, specifications and bid proposal shall be considered a part of the Contract. The Contract will be let in accordance with the Contract Documents now on file at Saginaw County Public Works Commissioner's Office and available to interested parties. Bids will be made and received in accordance with these documents. Bidding Documents, including plans and specifications, may be examined at the following locations beginning December 10, 2024:

Online at <http://www.saginawcounty.com/PublicWorks/Current-Projects.aspx>


Hard copies of Bidding Documents may be obtained upon payment of a \$200.00 non-refundable fee, beginning December 11, 2024. An additional non-refundable charge of \$10.00 will be required for sending out Bidding Documents. To order hard copies of the bidding documents, please contact Ms. Angie McCullen at Spicer Group at (989) 921-5538.

A security deposit in the form of a cashier's check, money order, certified check or bidders' bond shall be submitted with any bids. No cash will be permitted. The security deposits of all unsuccessful bidders shall be returned after the Contract is awarded.

**A mandatory pre-bid conference** will be held at **1:00 p.m.** on the **11<sup>th</sup> day of December 2024**, in room 215 at the Saginaw County courthouse, 111 S. Michigan Avenue, Saginaw, MI 48602. It is a requirement that any prospective General Contractor bidding attend this meeting. Representatives of the Owner and Professional will be present to discuss the project. Attendance is required for sealed bids to be accepted. The Professional will transmit to all prospective bidders of record an Addendum as the Professional considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be legally effective.

The Contract will be awarded to the lowest responsive and responsible bidder giving adequate security for the performance of the work and meeting all conditions represented in the Instructions to Bidders. The Contract completion date and the terms of payment will be announced at the time and place of letting. If no satisfactory bids are received, we reserve the right to reject any and all bids and to adjourn to a time and location as we shall announce.

Dated: December 6, 2024

  
\_\_\_\_\_  
Brian J. Wendling  
Saginaw County Public Works Commissioner

## **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.

### **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 3 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

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

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

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

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

#### 4.01 *Site and Other Areas*

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

#### 4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:



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

#### 4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. 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.
- C. 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.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

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

#### 4.05 *Other Work at the Site*

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

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A **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 encouraged 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.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to **“Marsh Creek #2 Drain Drainage District”** in an amount of 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 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 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 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 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 substantial portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, 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.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 14 – BASIS OF BID**

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 14.01 Base Bid with Alternates
- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
- 14.02 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

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

#### 14.03 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 Affidavit of Compliance – Iran Economic Sanctions Act (C210) This form must be signed, notarized and included with the submitted bid package.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.”
- 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

- 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.

## **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 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.



**AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT**  
**MICHIGAN PUBLIC ACT 517 OF 2012**

The undersigned, as owner or authorized officer of the below named CONTRACTOR, pursuant to the compliance certification requirement by the State of Michigan, and as referenced by OWNER in the BIDDING DOCUMENTS, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an “Iran linked business” as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned BIDDING DOCUMENTS, the Contractor will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the OWNER’S investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on any other of the OWNER’S projects for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

\_\_\_\_\_

Name of Contractor

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

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
ss.  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**BID FORM  
FOR CONSTRUCTION CONTRACTS**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*Saginaw County Public Works Commissioner*

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 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>Addendum No.</u>	<u>Addendum, Date</u>

If no addenda have been issued, insert “N/A”. Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

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

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

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

#### **ARTICLE 5 – BASIS OF BID**

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

All specified cash allowances are included in the price(s) set forth attached and have been computed in accordance with Paragraph 13.02 of the General Conditions.

#### **UNIT PRICE BID – SEE ATTACHED BID FORM**

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

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete on or before July 31, 2026 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 15, 2026.

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. Affidavit of Compliance – Iran Economic Sanctions Act;

#### **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 – BIDDER COMMUNICATIONS**

9.01 Communications concerning this Bid shall be addressed to:

**Christian Valesano, P.E., Project Manager, 230 S. Washington Ave., Saginaw, MI 48607-1286, Phone: (906) 284-1862, Email: [christian.valesano@spicergroup.com](mailto:christian.valesano@spicergroup.com)**

**ARTICLE 10 – BID SUBMITTAL**

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

\_\_\_\_\_  
By:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

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

**BID FORM  
MARSH CREEK #2 DRAIN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount
<b><u>MARSH CREEK #2 DRAIN</u></b>					
<b><u>OPEN CHANNEL CONSTRUCTION</u></b>					
1.	11,036	Lin. Ft.	Channel Cleanout - 15' Bottom	\$ _____	\$ _____
2.	1,484	Lin. Ft.	Channel Excavation - 15' Bottom	\$ _____	\$ _____
3.	10,603	Lin. Ft.	Channel Cleanout - 12' Bottom	\$ _____	\$ _____
4.	3,252	Lin. Ft.	Channel Excavation - 12' Bottom	\$ _____	\$ _____
5.	584	Lin. Ft.	Channel Cleanout - 10' Bottom	\$ _____	\$ _____
6.	412	Lin. Ft.	Channel Excavation - 10' Bottom	\$ _____	\$ _____
7.	2,108	Lin. Ft.	Channel Cleanout - 8' Bottom	\$ _____	\$ _____
8.	400	Lin. Ft.	Channel Excavation - 8' Bottom	\$ _____	\$ _____
9.	4,511	Lin. Ft.	Channel Cleanout - 6' Bottom	\$ _____	\$ _____
10.	1,483	Lin. Ft.	Channel Excavation - 6' Bottom	\$ _____	\$ _____
11.	1,265	Lin. Ft.	Channel Cleanout - 4' Bottom	\$ _____	\$ _____
12.	370	Lin. Ft.	Channel Excavation - 4' Bottom	\$ _____	\$ _____
13.	24,801	Lin. Ft.	Spoil Leveling (Both Sides)	\$ _____	\$ _____
14.	12,584	Lin. Ft.	Spoil Leveling (One Side)	\$ _____	\$ _____
15.	4,801	Lin. Ft.	Spoil Hauling (One Side)	\$ _____	\$ _____
16.	155	Lin. Ft.	Spoil Hauling (Both Sides)	\$ _____	\$ _____
17.	1	Lump Sum	Site Clearing	<u>Lump Sum</u>	\$ _____

**CROSSINGS**

**No. 1 Station 37+75 - McDonald, T III & K - Private Crossing Footbridge**

18. - - No Work

**No. 2 Station 114+96 - Teft Road - SCRC**

19. - - No Work

**No. 3 Station 117+26 - Saginaw Valley Rail Trail - Saginaw County**

20. 1 Lump Sum Construct 4 Access Ramps  
(Approximately 1100 Cyds, CIP) Lump Sum \$ \_\_\_\_\_

**BID FORM  
MARSH CREEK #2 DRAIN**

21.	4	Each	Access Ramp Gate	\$	\$
<hr/>					
<u>No. 4 Station 143+50 - Graham Road - MDOT</u>					
22.	-	-	No Work		
 <u>No. 5 Station 182+02 - Spencer Road - SCRC</u>					
23.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 6 Station 219+99 - Leshner, D &amp; D - Private Crossing Footbridge</u>					
24.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 7 Station 236+36 - Visnow, D &amp; C - Private Crossing Footbridge</u>					
25.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 8 Station 249+36 - McKeage, R &amp; McKeage, M - Private Crossing Footbridge</u>					
26.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 9 Station 276+64 - Orr Road - SCRC</u>					
27.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 10 Station 285+89 - Roosevelt Road - SCRC</u>					
28.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 11 Station 292+92 - Zellinko Farms Realty LLC - Private Crossing - Footbridge</u>					
29.	1	Lump Sum	Remove Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 12 Station 312+92 - Zellinko Farms Realty LLC - Private Crossing - Footbridge</u>					
30.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 13 Station 347+32 - Fordney Road - SCRC</u>					
31.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 14 Station 367+12 - Coven, A - Private Crossing</u>					
32.	1	Lump Sum	Remove Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 15 Station 378+71 - Swan Creek Road - SCRC</u>					
33.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 16 Station 391+58 - Pretzer Road - SCRC</u>					
34.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 17 Station 427+82 - Glover, D &amp; K - Private Crossing</u>					
35.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 18 Station 443+46 - Beyersdorf, L &amp; M - Private Drive</u>					
36.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>
 <u>No. 19 Station 466+67 - Born, D - Private Drive</u>					
37.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ <u>                    </u>

**BID FORM  
MARSH CREEK #2 DRAIN**

No. 20 Station 479+41 - Jungitsch, F & D - Private Drive

38.	1	Lump Sum	Cleanout Existing Crossing	<u>Lump Sum</u>	\$ _____
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No. 21 Station 482+40 - Jungitsch, F & D - Private Drive

39.	50	Lin. Ft.	48" HP Storm	\$ _____	\$ _____
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No. 22 Station 498+96 - Ederer Road - SCRC

40.	60	Lin. Ft.	42" HP Storm	\$ _____	\$ _____
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**MAINTENANCE ACCESS**

41.	400	Lin. Ft.	15" Maint. Lane Culvert	\$ _____	\$ _____
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42.	80	Lin. Ft.	24" Maint. Lane Culvert	\$ _____	\$ _____
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43.	80	Lin. Ft.	30" Maint. Lane Culvert	\$ _____	\$ _____
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44.	24	Lin. Ft.	36" Maint. Lane Culvert (RCP) (Includes Cast-in-Place Concrete Collar)	\$ _____	\$ _____
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45.	80	Lin. Ft.	42" Maint. Lane Culvert	\$ _____	\$ _____
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46.	2	Each	Maintenance Access Ramps	\$ _____	\$ _____
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**SOIL EROSION AND SEDIMENT CONTROL**

47.	900	Sq. Yds.	Miscellaneous Plain Riprap	\$ _____	\$ _____
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48.	40	Lin. Ft.	Grass Spillway	\$ _____	\$ _____
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49.	500	Lin. Ft.	Plain Riprap Spillway	\$ _____	\$ _____
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50.	3,500	Lin. Ft.	Plain Riprap Toe of Slope Protection	\$ _____	\$ _____
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51.	2,500	Sq. Yd.	N.A.G. C-350 Erosion Control Blanket (or approved equal)	\$ _____	\$ _____
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52.	2,200	Lin. Ft.	Bank Repair (Filling and Grading)	\$ _____	\$ _____
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53.	5	Each	15" Surface Outlet Tube - 35'	\$ _____	\$ _____
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54.	5	Each	18" Surface Outlet Tube - 35'	\$ _____	\$ _____
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55.	22	Each	10" and Larger Tile Outlet	\$ _____	\$ _____
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56.	20	Each	6" to 8" Tile Outlet	\$ _____	\$ _____
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57.	15	Each	4" to and Smaller Tile Outlet	\$ _____	\$ _____
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58.	75	Each	Plain Riprap Splash Pad	\$ _____	\$ _____
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**BID FORM  
MARSH CREEK #2 DRAIN**

**MISCELLANEOUS ITEMS**

59.	1	Lump Sum	Seeding, Mulch, and Fertilize	<u>Lump Sum</u>	\$ _____
60.	1	Lump Sum	Cleanup and Restoration	<u>Lump Sum</u>	\$ _____
61.	1	Lump Sum	Traffic Control	<u>Lump Sum</u>	\$ _____
<b>TOTAL BID AMOUNT</b> -----					<b>\$ _____</b>

**NOTICE OF AWARD**

---

Date of Issuance:

Owner: Saginaw County Public Works Commissioner      Owner's Contract No.:

Engineer: Spicer Group, Inc.      Engineer's Project No.: 135292SG2023

Project: Marsh Creek #2 Drain      Contract Name: Marsh Creek #2 Drain

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [\_\_\_\_\_] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

\_\_\_\_\_  
*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [\_\_\_\_] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

## AGREEMENT

THIS AGREEMENT is by and between Saginaw County Public Works Commissioner (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

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

### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Marsh Creek #2 Drain

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

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

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before July 31, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 15, 2026.

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 \$500 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 \$500 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. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

#### 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 Contractor's Bid, attached hereto as an exhibit (see Exhibit A).

### **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 28th 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. 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 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 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 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01** *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 4, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 6, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. The Drawings are listed on the document title page.
  - 8. Addenda, inclusive.
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid, inclusive.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

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

### 10.06 *Other Provisions*

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

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

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person’s ability to perform the duties of a particular job or position.

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

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

OWNER:

CONTRACTOR:

Saginaw County Public Works Commissioner

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

111 S. Michigan Avenue

Saginaw, MI 48602



**NOTICE TO PROCEED**

---

Owner:	Saginaw County Public Works Commissioner	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Spicer Group, Inc.	Engineer's Project No.:	135292SG2023
Project:	Marsh Creek #2 Drain	Contract Name:	Marsh Creek #2 Drain
		Effective Date of Contract:	

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is July 31, 2026, and the date of readiness for final payment is October 15, 2026.

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner:

\_\_\_\_\_  
Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

Saginaw County Public Works Commissioner  
111 S. Michigan Avenue  
Saginaw, MI 48602

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Marsh Creek #2 Drain, Saginaw County, MI

**BOND**

Bond Number:

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

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

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

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed

incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

**PAYMENT BOND**

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*  
Saginaw County Public Works Commissioner  
111 S. Michigan Avenue  
Saginaw, MI 48602

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:  
Amount:  
Description *(name and location):* Marsh Creek #2 Drain, Saginaw County, MI

**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**

\_\_\_\_\_  
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.

Claim to the Surety (at the address described in Paragraph 13).

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
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond,

and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

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

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials,

- or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

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

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

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in

this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**Contractor's Application for Payment No.**

	Application Period:	Application Date:
To (Owner): Saginaw County Public Works Commissioner	From (Contractor):	Via (Engineer): Spicer Group, Inc.
Project: Marsh Creek #2 Drain	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 135292SG2023

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions		
				<b>1. ORIGINAL CONTRACT PRICE.....</b>	\$ _____
				<b>2. Net change by Change Orders.....</b>	\$ _____
				<b>3. Current Contract Price (Line 1 ± 2).....</b>	\$ _____
				<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	
				(Column F total on Progress Estimates).....	\$ _____
				<b>5. RETAINAGE:</b>	
				a.     X     _____ Work Completed.....	\$ _____
				b.     X     _____ Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....</b>	\$ _____
				<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....</b>	\$ _____
				<b>8. AMOUNT DUE THIS APPLICATION.....</b>	\$ _____
				<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	
				(Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

<b>Contractor's Certification</b>	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<b>Contractor Signature</b>	
By: _____	Date: _____

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract):				Application Number:				
Application Period:				Application Date:				
		B	Work Completed		E	F		G
A			C	D				
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
<b>Totals</b>								

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):							Application Number:				
Application Period:							Application Date:				
A						B	C	D	E	F	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
<b>Totals</b>											



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

Owner: Saginaw County Public Works Commissioner	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Spicer Group, Inc.	Engineer's Project No.: 135292SG2023
Project: Marsh Creek #2 Drain	Contract Name: Marsh Creek #2 Drain

---

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

---

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

---

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

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

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in

general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere

in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

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

#### 2.02 *Copies of Documents*

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

#### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and

adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

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

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the



standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

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

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

#### 4.03 *Reference Points*

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

#### 4.04 *Progress Schedule*

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

#### 4.05 *Delays in Contractor's Progress*

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

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

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

### 6.03 *Contractor's Insurance*

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

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.

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

6.04 *Owner's Liability Insurance*

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

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required

by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

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

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

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

#### 6.06 *Waiver of Rights*

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



Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

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

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

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

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for

the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 “Or Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be

evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer 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.
- 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 performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 *Permits*

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

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such

Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.



2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract

Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

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

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such

services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

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

Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

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

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

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

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

### **9.02 *Replacement of Engineer***

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

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

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

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

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

### **9.06 *Insurance***

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

### **9.07 *Change Orders***

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

### **9.08 *Inspections, Tests, and Approvals***

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the



requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

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

#### 10.09 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing Contract Documents*

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

##### 1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

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

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

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

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall

be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency 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 Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

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

#### 13.03 Unit Price Work

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



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

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

**14.01 Access to Work**

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

**14.02 Tests, Inspections, and Approvals**

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

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

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

#### 14.03 *Defective Work*

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

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

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

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### *15.01 Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
  3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. 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.

## 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.

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

#### SC-5.03 *Subsurface and Physical Conditions*

**SC-5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of exploration or test of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

#### SC-5.06 Hazardous Environmental Conditions

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

### ARTICLE 6 – BONDS AND INSURANCE

#### SC-6.03 *Contractor's Liability Insurance*

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

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

Part One: Compensation	Statutory (In Thousands)
Part Two: Employers' Liability:	
accident	\$ 100
disease	\$ 100
aggregate disease	\$ 500
Other:	_____
	_____

**2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate Limit	\$1,000
Products/Completed Operations Aggregate Limit	\$1,000
Personal/Adverse Injury	\$1,000
Each Occurrence Limit	\$1,000

**3. Automobile Liability under Paragraph 6.03.D of the General Conditions:**

Bodily Injury-Each Occurrence Limit	\$ 500
Property Damage-Each Occurrence Limit	\$ 250

OR

Combined Single Limit	\$1,000
No Fault	Statutory

**4. Excess or Umbrella Liability:**

**Per Occurrence \$1,000,000**

**5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:** Saginaw County Public Works Commissioner, Marsh Creek #2 Drain Drainage District, Spicer Group, Inc., Saginaw County, Saginaw County Road Commission, Michigan Department of Transportation and all bodies performing permit activities under a maintenance contract, and all officers, agents, and employees of the above, for claims arising out of, under, or by reason of operations covered by a permit issued to (CONTRACTOR) for the construction of the Marsh Creek #2 Drain, Saginaw, County, Michigan.

**6. Owner's and Contractor's Protective Liability**

Contractor shall purchase and maintain OWNER'S and Contractor's Protective Liability Insurance which shall:

- (1) Be a separate policy to protect OWNER, ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the Work is located for their liability for work performed by Contractor or Subcontractors under this contract.
- (2) Name OWNER as the insured.
- (3) Include any specific insurance language requirements for the following named insured.
- (4) Name the following as additional insured which will be held harmless and indemnified: Spicer Group, Inc., and others.

**Separate:**

<b>Each Occurrence</b>	<b>\$1,000</b>
<b>General Aggregate</b>	<b>\$1,000</b>

In lieu of the Owner's and Contractor's Protective Liability, the Contractor may provide an endorsement to their policy for a per project aggregate coverage with the following limits:

Aggregate Limit	\$1,000
Each Occurrence Limit	\$1,000



(ISO form CG2503 or it's equivalent)

A copy of this endorsement must accompany the Certificate of Insurance, the Certificate will clearly state the additional insured requirement and the policy contains the per project aggregate endorsement.

**7. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:** Saginaw County Public Works Commissioner, Marsh Creek #2 Drain Drainage District, Spicer Group, Inc., Saginaw County, Saginaw County Road Commission, Michigan Department of Transportation and all bodies performing permit activities under a maintenance contract, and all officers, agents, and employees of the above, for claims arising out of, under, or by reason of operations covered by a permit issued to (CONTRACTOR) for the construction of the Marsh Creek #2 Drain, Saginaw County, Michigan.

**8. BUILDERS RISK-INSTALLATION FLOATER**

(1) Shall include cost to replace at time of loss, including foundations, footings, and materials on site not yet a part of the permanent structure or project.

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

*SC 7.02 Labor; Working Hours*

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

- 1. Regular working hours will be 7 A.M to 7 P.M.**
- 2. Owner's legal holidays shall be defined as U.S. Federal Holidays.**

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

*SC-7.08 Permits*

**SC 7.08 Add the following new subparagraphs immediately after Paragraph 7.08.A:**

- B. A Soil Erosion and Sedimentation Control (SESC) Permit is not required since the Owner is an Authorized Public Agency (APA). However, the Contractor will need to construct the project in accordance with SESC measure as described in the bidding plans and specifications.**
- C. Contractor to coordinate with local Road Commission having jurisdiction to obtain necessary permits.**

**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. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

**9. Inspections, Tests, and System Start-ups:**

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

**10. Records:**

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

**11. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract

**Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

**14. Completion:**

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

**C. The RPR shall not:**

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.**
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
- 8. Authorize Owner to occupy the Project in whole or in part.**

**Work Change Directive No.**

Date of Issuance:	Effective Date:
Owner: Saginaw County Public Works Commissioner	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Spicer Group, Inc.	Engineer's Project No.: 135292SG2023
Project: Marsh Creek #2 Drain	Contract Name: Marsh Creek #2 Drain

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:**

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Lump Sum         | <input type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input type="checkbox"/> Other      |

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____	Date: _____
Title: _____	

Date of Issuance:	Effective Date:
Owner: Saginaw County Public Works Commissioner	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Spicer Group, Inc.	Engineer's Project No.: 135292SG2023
Project: Marsh Creek #2 Drain	Contract Name: Marsh Creek #2 Drain

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	By: _____ Contractor (Authorized
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner: Saginaw County Public Works Commissioner	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Spicer Group, Inc.	Engineer's Project No.: 135292SG2023
Project: Marsh Creek #2 Drain	Contract Name: Marsh Creek #2 Drain

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

**LANDOWNER AGREEMENT FORM**

**Project Name:** Marsh Creek #2 Drain

**Date:** \_\_\_\_\_

**Landowner's Name:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel No. \_\_\_\_\_

I am the owner of property at the address listed above. I hereby give permission to the Contractor; and employees, agents, and vendors of the Saginaw County Public Works Commissioner’s Office to enter my property for the following purpose:

\_\_\_\_\_  
\_\_\_\_\_

This activity will take place on the following location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My property can be utilized as described above until the following date:

\_\_\_\_\_

**CONTRACTOR**

**LANDOWNER**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Renters cannot authorize.



**AFFIDAVIT AND CONSENT OF SURETY**

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

The undersigned CONTRACTOR, being duly sworn, deposes and says that he entered into an Agreement (Contract) with Saginaw County Public Works Commissioner (OWNER) on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. For the performance of certain work generally described as follows: Marsh Creek #2 Drain.

CONTRACTOR further says that the Work under the terms of the Contract has been completed and all sums due to Contractors, Subcontractors, Supplies and laborers with whom CONTRACTOR has contracted for performance under the Contract have been paid in full.

Furthermore, in consideration of final payment under the Contract. CONTRACTOR hereby waives and releases any and all claims or rights which CONTRACTOR may have in connection with the Contract against Owner or the premises upon which the Contract Work was performed and agrees to indemnify Owner against any and all such claims or rights which may above asserted by Contractors, Subcontractors, Suppliers or laborers with whom CONTRACTOR has contracted for performance under the Contract.

DATE: \_\_\_\_\_, 20\_\_\_\_

Signed in the presence of:

_____	Contractor
_____	Signature
	Name and Title*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public:

My commission expires: \_\_\_\_\_ County: \_\_\_\_\_

CONSENT OF SURETY

The undersigned as Surety on the Contract hereby consents to the making of final payment to the CONTRACTOR under the Contract.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Surety Company\*

\_\_\_\_\_  
Attorney-in-Fact (Signature)

\_\_\_\_\_  
Name and Title\*

\*Typed or printed in ink.

(Attach copy of power of attorney certified to date of consent)

END OF AFFIDAVIT AND CONSENT OF SURETY

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Contract description.
2. Work by Owner or other Work at the Site.
3. Owner-furnished products.
4. Work sequence.
5. Permits.
6. Specification conventions.

##### 1.2 CONTRACT DESCRIPTION

###### A. Work of the Project includes:

1. Site clearing.
2. Debris management.
3. Excavation.
4. Spoil leveling.
5. Farm and driveway crossing replacements.
6. Field tile outlet repair.
7. Placement of fill and riprap.
8. Site grading and seeding.
9. Traffic Control

###### B. Perform Work of Contract under stipulated sum Contract with Owner according to Conditions of Contract.

##### 1.3 WORK BY OWNER OR OTHERS

###### A. None

##### 1.4 OWNER-FURNISHED PRODUCTS

###### A. None.

##### 1.5 WORK SEQUENCE

###### A. Coordinate construction schedule and operations with Owner and Engineer.

###### B. Include in construction schedule and work sequence the items listed under Section 7.02.B of the Supplementary Conditions.

## 1.6 PERMITS

A. Necessary permits for construction of Work including the following:

1. Contractor will coordinate with the local Road Commission and acquire a permit for construction activities within the County Road right-of-way.
2. Contractor will coordinate with the Township where work is being completed to acquire burning permits.

## 1.7 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Testing and inspection allowances.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.
- G. Alternates.

1.2 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; delivery to Site and applicable taxes unless stated otherwise in Allowance Schedule.
- B. Costs Not Included in Cash Allowances but Included in Contract Sum/Price: Product handling at Site including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing unless stated otherwise in Allowance Schedule.
- C. Engineer Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.
- D. Contractor Responsibilities:
  - 1. Assist Engineer in selection of products.
  - 2. Obtain proposals from suppliers and offer recommendations.
  - 3. Upon notification of selection by Engineer, execute purchase agreement with designated supplier.
  - 4. Arrange for and process Shop Drawings, Product Data, and Samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

- E. Differences in costs will be adjusted by Change Order.
- F. Allowance Schedule:
  - 1. None.

### 1.3 APPLICATION FOR PAYMENT

- A. Submit electronic file of each Application for Payment to Engineer.
- B. Format shall follow that of the Bid Form. Installed quantity, description of Work, unit price, installed price, retainage, payment amount, and date must be included.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment shall be in accordance with Public Act 524 – as outlined in the agreement.
- E. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.
- F. Submit waivers requested by Owner.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question.

### 1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
  - 1. Use Contractor form for requesting interpretations.
  - 2. Engineer may respond with a direct answer on the Request for Interpretation form, C-942 - Field Order.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on C-940.
- E. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 14 days.

- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- G. Stipulated Sum/Price Change Order: Based on and Contractor's estimated price quotation or Contractor's request for Change Order as approved by Engineer.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Force Account Change Order.
- I. Work Directive Change: Engineer may issue directive, on C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- K. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- M. Change Order Forms: C-941 - Change Order.
- N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- O. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub schedules to adjust times for other items of Work affected by the change, and resubmit.
  - 3. Promptly enter changes in Record Documents.

## 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.6 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
  - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
  - 2. When actual Work requires 5 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:



1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year.
2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
3. Metering Devices: Inspected, tested, and certified by applicable State department within past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

#### 1.7 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
  1. Coordinate related requirements among Specification Sections as required.
  2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
  3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 25 00  
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within **15** days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.
  - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  - 5. Changes required in other Work.
  - 6. Availability of maintenance service and source of replacement parts as applicable.
  - 7. Certified test data to show compliance with performance characteristics specified.

8. Samples when applicable or requested.
9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit requests for substitutions.
2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Field Engineering
- C. Cutting and Patching
- D. Preconstruction meeting.
- E. Site mobilization meeting.
- F. Progress meetings.
- G. Preinstallation meetings.
- H. Closeout meeting.
- I. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Bidding Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- E. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Contractor to locate and protect survey control and reference points, land monuments, and property corner.

- B. Control datum for survey is that established by Owner provided survey shown on Drawings.
- C. Engineer will provide construction staking. Call the Engineer to request staking at least 3 working days in advance of the time needed for the work.
- D. Construction stakes removed or damaged by Contractor shall be replaced at Contractor's expense.
- E. When finished surfaces are cut so that a smoother transition and new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- F. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Engineer review and request instructions from Engineer.
- G. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- H. Finish surfaces as specified in individual product sections.
- I. Where there are changes in open drain cross sections, excavate a 20-foot smooth transition between sections.

#### 1.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affects:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual quantities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
- D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- I. Identify any hazardous substance or condition exposed during the Work to the Engineer for decision or remedy.

#### 1.5 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, appropriate governmental agency representatives, applicable public and private utility companies and Contractor.
- C. Minimum Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
  - 5. Designation of personnel representing parties in Contract, along with contact phone number and Engineer.
  - 6. Communication procedures.
  - 7. Procedures and processing of requests for interpretations, field decisions field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Scheduling.
  - 9. Critical Work sequencing.
  - 10. Scheduling activities.
  - 11. Utility Representatives comments and requirements.
- D. Engineer will record minutes and distribute copies to participants after meeting.

#### 1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittal schedule and status of submittals.
  - 6. Review of off-Site fabrication and delivery schedules.

7. Maintenance of Progress Schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on Progress Schedule and coordination.
  13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

#### 1.7 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
  1. Review conditions of installation, preparation, and installation procedures.
  2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

#### 1.8 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer four days in advance of meeting date.
- D. Minimum Agenda:
  1. Start-up of facilities and systems.
  2. Operations and maintenance manuals.
  3. Testing, adjusting, and balancing.
  4. System demonstration and observation.
  5. Operation and maintenance instructions for Owner's personnel.
  6. Temporary indoor-air-quality plan and procedures.
  7. Contractor's inspection of Work.
  8. Contractor's preparation of an initial "punch list."
  9. Procedure to request Engineer inspection to determine date of Substantial Completion.
  10. Completion time for correcting deficiencies.
  11. Inspections by authorities having jurisdiction.

12. Certificate of Occupancy and transfer of insurance responsibilities.
13. Partial release of retainage.
14. Final cleaning.
15. Preparation for final inspection.
16. Closeout Submittals:
  - a. Project record documents.
  - b. Operating and maintenance documents.
  - c. Operating and maintenance materials.
  - d. Affidavits.
17. Final Application for Payment.
18. Contractor's demobilization of Site.
19. Maintenance.

- E. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

### 3.1 ALTERATION PROCEDURES

- A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
  1. Perform Work not to interfere with operations of occupied areas.
  2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
  3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new and salvaged products for patching and extending Work.
- C. Employ skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.



- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.
- J. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified or new condition for each material, with neat transition to adjacent finishes.
- K. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- L. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- M. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Engineer for review.
- N. Trim existing doors to clear new floor finish. Refinish trim to original or specified condition.
- O. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- P. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 32 16  
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Review and evaluation.
- C. Updating schedules.
- D. Distribution.

1.2 SUBMITTALS

- A. 5 days prior to the pre-construction meeting the Contractor shall submit a construction work schedule laying out the progress of the project for the Engineer's review.
- B. Schedule Updates:
  - 1. Overall percent complete, projected and actual.
  - 2. Completion progress by listed activity and sub-activity, to within five days prior to submittal.
  - 3. Changes in Work scope and activities modified since submittal.
  - 4. Delays in submittals or resubmittals, deliveries, or Work.
  - 5. Adjusted or modified sequences of Work.
  - 6. Other identifiable changes.
  - 7. Revised projections of progress and completion.

1.3 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.4 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

#### 1.5 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Contractor review.
- Q. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.
- F. For each submittal for review, allow **15** days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule

### 1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

## 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
  - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
  - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain **one** Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.

- B. LEED Submittals: Comply with Section 01 81 13 - Sustainable Design Requirements. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

DESIGN DATA

- C. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- D. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Engineer for information.



- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

#### 1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
  1. Determination and verification of materials including manufacturer's catalog numbers.
  2. Determination and verification of field measurements and field construction criteria.
  3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  4. Determination of accuracy and completeness of dimensions and quantities.
  5. Confirmation and coordination of dimensions and field conditions at Site.
  6. Construction means, techniques, sequences, and procedures.
  7. Safety precautions.
  8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

#### 1.17 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

#### 1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.

- D. Where mockup has been accepted by Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Engineer.

#### 1.7 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer, Owner, or authorities having jurisdiction.
  - 1. Laboratory: Authorized to operate in State of Michigan.
  - 2. Laboratory Staff: Maintain full-time specialist on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.

5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  6. Perform additional tests required by Engineer.
  7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and Specification Section.
  6. Location in Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  3. Agency or laboratory may not assume duties of Contractor.
  4. Agency or laboratory has no authority to stop the Work.

## 1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer and Owner.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Temporary facilities under Construction Management Agreement.
- B. Construction Facilities:
  - 1. Vehicular access.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
  - 4. Traffic regulation.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Water control.
  - 3. Dust control.
  - 4. Erosion and sediment control.
  - 5. Pollution control.
- D. Removal of utilities, facilities, and controls.

##### 1.2 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- D. Locate as approved by Engineer or as approved by Owner.
- E. Provide unimpeded access for emergency vehicles. Maintain 10-foot-wide driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves and keep free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.
- H. Use designated existing on-Site roads for construction traffic.



### 1.3 PARKING

- A. Arrange for, Provide, or Construct temporary surface parking areas to accommodate construction personnel.
- B. Locate as approved by Engineer or as approved by Owner.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of existing parking facilities used by construction personnel is permitted.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Permanent Pavements and Parking Facilities:
  - 1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
  - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
  - 3. Use of permanent parking structures is permitted.
- H. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- I. Removal, Repair:
  - 1. Remove temporary materials and construction when permanent paving is usable.
  - 2. Remove underground Work and compacted materials to depth of **1 feet**; fill and grade Site as indicated.
  - 3. Repair existing and permanent facilities damaged by use, to original condition.
- J. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

### 1.4 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

### 1.5 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
  2. Traffic Control Signals: As approved by local jurisdictions.
  3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
  4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
- E. Traffic Signs and Signals:
1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
  2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
  3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
1. Remove equipment and devices when no longer required.
  2. Repair damage caused by installation.
  3. Remove post settings to depth of 2 feet.

## 1.6 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
  2. Replace trees and plants damaged by construction operations.
- C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

## 1.7 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

- B. Protect Site from puddles or running water.

#### 1.8 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

#### 1.9 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with sediment and erosion control plan indicated on Drawings.

#### 1.10 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

#### 1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

## SECTION 01 55 26 - TRAFFIC CONTROL

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
- B. Traffic Control.
- C. Signs, Signals, and Devices.
- D. Traffic Signs and Signals.
- E. Construction Parking Control.
- F. Regulators.
- G. Lighting Devices.
- H. Haul Routes.
- I. Removal.

#### 1.2 Related Sections:

- A. Section 01 10 00 – Summary.
- B. Section 01 30 00 – Administrative Requirements.
- C. Section 01 50 00 – Temporary Facilities and Controls.

#### 1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Traffic Control:
  - 1. Basis of Measurement: At the lump sum price bid as stated in the proposal.
  - 2. Basis of Payment: All required traffic control measures and or traffic control devices to meet the requirements of the authority having jurisdiction. Includes all labor, material and equipment necessary to install and maintain traffic control devices.

#### 1.4 TRAFFIC CONTROL

- A. Comply with the rules and regulations of the County, City, Township, Village, or MDOT having jurisdiction over the road.
- B. Provide, install, and maintain traffic control devices.
- C. Control devices shall conform to the Michigan Manual of Uniform Traffic Control Devices Part 6 Construction and Maintenance, Quality Standards for Work Zone Traffic Control Devices

published by the American Traffic Safety Services Association (ATSSA) and the MDOT Standard Specifications for Highway Construction.

- D. Maintain through traffic unless written permission to do otherwise is obtained from the authority having jurisdiction over the road.
- E. Provide and maintain detour signs if allowed to close road.

#### 1.5 SIGNS, SIGNALS, AND DEVICES

- A. Traffic Control Signals: As approved by local jurisdictions.
- B. Traffic Cones and Drums, and Lights: As approved by local jurisdictions.
- C. Traffic Regulators (Flagman) Equipment: As approved by local jurisdictions.
- D. Post Mounted and Wall Mounted Traffic Control and Informational Signs: Specified in paragraph 1.4 Traffic Control.
- E. Automatic Traffic Control Signals: As approved by local jurisdictions.

#### 1.6 TRAFFIC SIGNS AND SIGNALS

- A. Install traffic control devices at approaches to Site and on Site, at crossroads, for detours, in parking areas, and elsewhere, as needed to direct construction and affected public traffic.
- B. Install and operate traffic signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate traffic control devices as Work progresses, to maintain effective traffic control.

#### 1.7 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Landowner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.
- D. Staging of equipment and storage of materials will not be allowed on business or residential parking areas without written permission from the landowner. See plans for a designated parking area.

#### 1.8 REGULATORS (FLAGMEN)

- A. Provide trained and equipped regulators to move vehicles and pedestrians when construction operations or traffic encroach on public traffic lanes.

## 1.9 LIGHTING DEVICES

- A. Use lights during hours of low visibility to delineate traffic lanes and to guide traffic.

## 1.10 HAUL ROUTES

- A. Consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and Site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control devices and/or regulators at critical areas of haul routes to minimize interference with public traffic.

## 1.11 REMOVAL

- A. Remove equipment and traffic control devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 1 foot.

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options or Substitutions.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- E. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- F. Provide interchangeable components of the same manufacturer, for similar components.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.



#### 1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- D. Instructions to Bidders (IB) specify time for submitting requests for Substitutions after the Effective Date of the Agreement to requirements specified in this Section.
- E. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- F. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- G. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension, which may subsequently become apparent.
  5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- H. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- I. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
  3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Related Sections.
- B. Measurement and Payment.
- C. Closeout Procedures.
- D. Punchlist Procedures.
- E. Cleanup and Restoration.
- F. Adjusting.
- G. Project Record Documents.
- H. Warranties.
- I. Correction period.

1.2 RELATED SECTIONS

- A. Section 01 50 00 – Construction Facilities and Temporary Controls: Progress cleaning
- B. Section 32 91 19 – Landscape Grading
- C. Section 32 92 19 - Seeding

1.3 MEASUREMENT AND PAYMENT

- A. Contract Closeout:
  - 1. Basis of Measurement: Included in other Work items of this Project.
  - 2. Basis of Payment: Includes all associated labor, material and equipment required to implement or perform the following: closeout procedures, punchlist procedures, adjusting, project record documents, warranties and correction period.
- B. Cleanup and Restoration:
  - 1. Basis of Measurement: At the lump sum price bid as stated in the proposal.
  - 2. Basis of Payment: Includes all material, equipment and labor to place topsoil in lawn areas, landscape grade, seed and mulch, adding 22A crushed limestone in access drives or access ramps as to restore to better condition than the start of the project, raking of spoils and maintenance lane to collect rocks or woody debris left from tree clearing, cleanup and restore the Project to original condition or better as directed by the Engineer.

#### 1.4 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### 1.5 PUNCHLIST PROCEDURES

- A. Contractor shall notify Engineer when the Work is substantially complete in accordance with Contract Documents.
- B. Owner and Engineer will each appoint one Punchlist Representative who will conduct an inspection of the Work and compile a list of items that are incomplete or do not comply with the requirements of the Contracts Documents. Contractor may accompany the inspection.
- C. Contractor shall acknowledge that subsequent to the initial issuance of the punchlist, more items may be added to the list, which will be deemed amended, but only by the punchlist representatives.
- D. Contractor shall proceed immediately to address the items on the list.
- E. Contractor shall notify Engineer when listed items are completed and corrected.
- F. Contractor shall make arrangements with the Owner and Punchlist Representative for final inspection and acceptance. Should items still be deficient, they will remain on the list until accepted by the Owner and Engineer.
- G. Money will be retained under the Contract to cover items not accepted by the Owner and Engineer.

#### 1.6 CLEANUP AND RESTORATION

- A. Final cleaning shall be completed prior to final payment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. Repair washouts and seed poorly vegetated areas as directed by the Engineer.
- E. Cleanout excess sediment islands deposited (more than 0.3ft.) in drain during construction as required by Engineer.
- F. Clean site to a sanitary and non-hazardous condition.

- G. Restore roads, driveways, parking areas, lawns, drainage, and other items disturbed during construction to original condition or as required by the documents.
- H. Remove debris from the project site according to section 02110 - Site Clearing.
- I. Remove sediment and debris from catch basins, manholes, sumps, storm sewers, sanitary sewers and sedimentation basins.

#### 1.7 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### 1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
  1. Contract Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other Modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Soil Erosion and Sedimentation Control Plans.
  7. Storm water Operators Inspection Log.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates used.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
  1. Field changes of dimension and detail.
  2. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Engineer before Substantial Completion.
- H. Submit PDF electronic files of marked-up documents to Engineer before Substantial Completion.
- I. Final Payment will not be paid until uniform grass growth is established along the entire project.

## 1.9 WARRANTIES

- A. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble in three D-size ring binder with durable plastic cover.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

## 1.10 CORRECTION PERIOD

- A. For a period of one year from the date of substantial completion, promptly correct Work or replace materials that are found to be defective.
- B. Seed as needed to establish uniform growth of grass. Final payment will not be issued until uniform growth of grass is established as determined by the APA.
- C. Repair erosion areas as directed by Engineer within one year of substantial completion.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

## SECTION 31 10 00

### SITE CLEARING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Site Clearing
  - 2. Channel Clearing, Grubbing, and Herbicide Application
  - 3. Topsoil Excavation
  - 4. Debris Management
  - 5. Marketable Timber
  - 6. Fences and/or other private property
  
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading.
  - 2. Section 31 25 00 - Erosion and Sedimentation Controls.
  - 3. Section 31 23 16 - Excavation.
  - 4. Section 32 91 19 - Landscape Grading.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Site Clearing with Maintenance Lane:
  - 1. Basis of Measurement: At the lump sum price bid as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for removal and disposal of dead standing or fallen trees and leaning live trees, or any trees, brush, stumps and deadfall within the limits of the proposed permanent maintenance lane. Also includes removal and disposal of logjams in the creek, cutting of trees within the drain bank and spraying of stumps, trimming of stumps, burning and burying of burnable debris, chipping of trees, grinding of stumps, removal of trees to create a permanent maintenance lane along the bank of the drain, removal of trees and stumps to create turn-around areas for trucks and equipment, and stacking of trees for landowners requesting to keep wood, burning and burying or chipping of all woody debris not requested to be kept by landowners, leveling of existing spoil piles as necessary for construction of the maintenance lane, spreading of chips along the proposed maintenance lane, and loading and removing of unsalvageable structures. Healthy live trees within the drain right-of-way, outside of the permanent maintenance lane can remain in place as directed by the engineer.

### 1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Herbicide:
  - 1. Garlon 3A or approved equal shall be used on brush having diameter of 1 inch or less.
  - 2. Garlon or approved equal with bonding agent shall be used on all cut stumps and brush greater than 1 inch per manufacturer's specifications.
  - 3. All herbicides shall contain a dye additive so that sprayed areas can be visually identified.
  - 4. Applicator shall be certified.
  - 5. Herbicide use shall conform to all environmental restrictions and the manufacturer's recommendations for the specific area treated.
  - 6. Use only in locations approved by Engineer and with materials approved by Engineer and Owner.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

### 3.2 PREPARATION

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. The Contractor shall investigate for himself/herself what trees, brush, etc. must be removed and verify with the Engineer.
- C. Call Local Utility Line Information service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.

### 3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect bench marks, survey control points, and existing structures from damage or displacement. Protect survey stakes and survey monuments. If monuments, stakes or



benchmarks are damaged or destroyed, the Contractor will be responsible for replacements costs.

- C. All trees outside of right-of-way and those trees within right-of-way specified by Owner shall be protected.

### 3.4 CLEARING, GRUBBING AND HERBICIDE APPLICATION

- A. Notify Engineer forty-eight (48) hours prior to clearing, grubbing, or applying herbicide.
- B. Clear all trees, shrubs, and brush located between top of drain banks in accordance with the following:
  - 1. In reaches proposed for clear and spray, the Contractor shall not excavate. Work is to be completed by hand.
  - 2. In reaches proposed for clearing and grubbing, the Contractor shall remove and/or excavate all stumps, trees, and brush.
  - 3. In reaches proposed for sloping one bank, the Contractor shall excavate and grub side slope proposed for excavation and shall hand clear, without grubbing, on opposite side. Ground vegetation on opposite side shall not be disturbed. Spray all stumps.
  - 4. In reaches proposed for sloping two banks, clear and grub, remove stumps in drain bank.
- C. Stumps located in drain bottom toe of slope, or in proposed excavation areas shall be grubbed.
- D. Stumps not indicated for grubbing shall be trimmed within six (6) inches of proposed grade and sprayed with herbicide to inhibit future growth.
- E. Stumps within the limits of the maintenance lane may be flush cut and covered with spoils or removed, burned and buried outside the limits of the maintenance lane or ground or cut to a minimum of one foot below grade, as directed by the Engineer.
- F. Apply herbicide to all trees, shrubs, brush and stumps located between tops of drain banks.
- G. Clear areas required for access to site and execution of work or as indicated on plans.
- H. Channel clearing and grubbing to be done according to the plans.
- I. Burying of wood, stumps and debris is permitted in wooded areas and must be buried a minimum of 3 feet below the existing ground surface.
- J. All wood, stumps or debris shall be hauled from agricultural areas. No wood, stumps or debris shall be buried in agricultural areas.

### 3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
  - 1. Clear areas required for access to site and execution of work unless otherwise indicated on the plans or in the specifications.
- B. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

- C. Burn and bury as allowed, burning permits from the township are required. No burying on agricultural areas is permitted without written consent from the landowner. Written consent must be submitted to the Owner/Engineer before proceeding.

### 3.6 MAINTENANCE LANE

- A. Clear trees and remove or grind stumps if necessary to a width necessary for construction and maintenance along the top of bank of the drain as indicated on the plans. Stumps may be flush cut and covered in reaches where spoils are being leveled. Jogging the maintenance lane around live landmark trees within the right-of-way will be permitted with engineer approval. Existing spoil piles within the limits of the proposed maintenance lane shall be leveled to allow constant access along the lane. The cost of the maintenance lane is to be included in the lump sum price bid for site clearing.

### 3.7 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or regraded without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.
- D. Do not remove topsoil from site.

### 3.8 DEBRIS MANAGEMENT

- A. Coordinate debris management with Engineer, prior to construction.
- B. Non-burnable debris, stumps, and root balls **shall not be buried in agricultural areas.** Coordinate locations with landowners. Landowner agreement forms shall be provided where burying debris outside of existing drain right-of-way.
- C. Burnable debris will be burned in agricultural areas. Other areas must be approved by the Engineer.
- D. The Contractor must obtain burning permits from the proper authority.
- E. Burnable Debris.
  - 1. Wooded areas – Stumps shall be chipped, burned or buried in wooded areas or hauled. Trees shall be topped and placed outside of work area if landowner requests to keep wood, or chipped, or burned and buried. Treetops and small trees must be chipped burned or buried. Wood chips shall be spread along the proposed permanent maintenance lane. **Burning in or near wooded areas must be approved by the Owner/Engineer.**
  - 2. Agricultural areas – The debris is to be piled and burned at intervals of not less than 100' on the right-of-way. Debris piles shall not be higher than 35' in any direction. All debris shall be removed.
  - 3. Residential areas – As indicated on drawings. Trees removed in residential areas shall be chipped and/or hauled off site. All stumps shall be removed from the site and disposed of.
  - 4. **Contractor must obtain burning permits from the Township having jurisdiction.**

- F. In agricultural areas, root rake and hand pick sticks and rocks so that foreign debris 1' in length or 6" in diameter is disposed of.
- G. Non-Burnable Debris.
  - 1. Wooded areas – Debris to be buried within the Drain right-of-way.
  - 2. Agricultural areas – Debris to be removed and disposed of.
  - 3. Residential areas – Debris to be removed and disposed of.
  - 4. Existing spoils do not require leveling unless the proposed construction activity requires it. Any leveling of existing spoils will be incidental to other work items.

### 3.9 MARKETABLE TIMBER

- A. Contractor may remove timber from site provided landowner is not opposed to timber removal. Contractor must obtain written permission from the landowner and provide a copy to the Owner/Engineer prior to removing timber from the site.
- B. Top trees, remove stumps and **remove trees out of the floodway or secure trees so they cannot be lifted by floodwaters and floated into the creek** for landowners requesting timber. Treetops and small trees shall be chipped or moved to an appropriate location for burning. Wood chips shall be spread along the proposed maintenance lane. In lawn and landscaped areas, all debris must be removed unless requested by landowner.

### 3.10 FENCES AND/OR OTHER PRIVATE PROPERTY

- A. Fences and other private property located within drain right-of-way are the responsibility of the landowner.
- B. Contractor shall notify landowners and engineer of conflicts and provide reasonable cooperation and assistance.
- C. Any structures outside of drain right-of-way shall not be disturbed. Contractor shall correct all damage outside of right-of-way at his expense.
- D. Contractor shall disassemble fence, etc. and stockpile off right-of-way, and landowner is responsible for reassembly. No extra payment will be made for fences, etc.

END OF SECTION

## SECTION 31 22 13

### ROUGH GRADING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating topsoil.
  - 2. Excavating subsoil.
  - 3. Filling.
  - 4. Spoil Leveling.
  - 5. Cutting, grading and rough contouring the site.
  
- B. Related Sections:
  - 1. Section 31 10 00 - Site Clearing.
  - 2. Section 31 23 16 - Excavation.
  - 3. Section 31 23 23 – Fill.
  - 4. Section 32 91 19 - Landscape Grading.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Rough Grading:
  - 1. Basis of Measurement: Included in the unit price bid for site clearing, drain crossings, maintenance lane and cleanup and site restoration.
  - 2. Basis of Payment: Includes all labor and equipment required for excavation, filling and grading to provide required contours and grades.

##### 1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- B. ASTM International:
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3  - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
  - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3  - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.</sup></sup>

6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
  7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
  8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. Michigan Department of Transportation (MDOT)
1. MDOT Density Control Handbook, current addition.
  2. MDOT Standard Specifications for Construction, current addition.
  3. Test Method for Density of Soil in Place with loss by wash less than 15 percent - One Point Michigan Cone Test.
  4. Test Methods for Density of Soil with loss by wash greater than 15 percent - One Point T-99 Test.

#### 1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

#### 1.6 QUALITY ASSURANCE

- A. MDOT Density Control Handbook, current edition.
- B. MDOT Standard Specifications for Construction, current edition.
- C. Test Method for Density of Soil in Place with loss by wash less than 15 percent – One Point Michigan Cone Test.
- D. Test Method for Density of Soil with loss by wash greater than 15 percent – One Point T-99 Test.
- E. ASTM D2922 – Test Methods of Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. See Section 31 23 23 Fill
- B. Topsoil: Excavated material, graded, free of roots, rocks, subsoil, debris, and large weeds.
- C. Subsoil: Excavated material, graded, free of lumps larger than 6 inches, rocks larger than 3 inches and debris.
- D. Granular Fill: Type B: MDOT Class IIA for dry excavation. Substitute with Type A MDOT 6A coarse stone for wet excavation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting Work.
- B. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.
- C. Verify that fill materials to be used are acceptable.

### 3.2 PREPARATION

- A. Call Miss Dig service not less than three Working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### 3.3 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.

- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.
- D. Do not remove topsoil from site.

### 3.4 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.
- B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- C. When excavating through roots, perform Work by hand and cut roots with sharp axe.
- D. Stockpile excavated material in area designated on site in accordance with the drawings.
- E. Benching Slopes: Horizontally bench existing slopes greater than 1: 4 to key placed fill material to slope to provide firm bearing.
- F. Stability: Replace damaged or displaced subsoil as specified for fill.
- G. Spoil leveling shall be done in accordance with Section 31 23 16 – Excavation.

### 3.5 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place fill material in continuous layers and compact.
- C. Place material in continuous layers as follows:
  - 1. Subsoil Fill: Maximum 12 inches compacted depth.
  - 2. Structural Fill: Maximum 8 inches compacted depth.
  - 3. Granular Fill: Maximum 8 inches compacted depth.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building minimum 5 percent slope for minimum distance of 10 ft, unless noted otherwise.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Repair or replace items indicated to remain damaged by excavation or filling.

### 3.6 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

### 3.7 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with AASHTO T180.
- C. Perform in place compaction tests in accordance with the following:
  - 1. Density Tests: ASTM D1556 or ASTM D2922.
  - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
  - 1. Remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: As required to ensure installation meets specifications.

### 3.8 SCHEDULES

- A. Fill under Grass Areas: Subsoil Type D fill, to 6 inches below finish grade.
- B. Fill Under Asphalt Paving: Type B fill, to subgrade elevation.
- C. Fill Under Concrete Building Pads, Concrete Pads, Concrete Curb and Gutter and Sidewalks:
  - 1. Type B fill, to within 4" of underside of concrete slab.
- D. Backfill for Utility Trenches:
  - 1. Bedding as specified in individual utility specification section.
  - 2. Backfill material as specified in Section 31 23 17 - Trenching and as defined here in for typed fill.
- E. Fill for Subgrade and Undercutting:
  - 1. Type B fill to proposed subgrade elevation, in dry areas.
  - 2. Type A in wet areas and for undercutting backfill, unless otherwise directed by the Engineer.

END OF SECTION



## SECTION 31 23 16

### EXCAVATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Sediment Bar Removal and Spoil Leveling
2. Access Ramp
3. Access Ramp Gate
4. Remove, Salvage and Reinstall Existing Guardrail

###### B. Related Sections:

1. Section 31 22 13 - Rough Grading.
2. Section 31 23 23 - Fill.
3. Section 31 10 00 - Site Clearing.
4. Section 01 50 00 - Construction Facilities.
5. Section 33 42 13 – Public Pipe Culverts.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Channel Cleanout:

1. Basis of Measurement: At the unit price bid per linear foot as stated in the proposal.
2. Basis of Payment: Includes material, labor, and equipment to excavate the drain to required contours, bottom widths and flow lines as shown on the drawings, excavation of side drain inlets to right-of-way line, diversion of water and/or dewatering, site clearing, grubbing and snagging of woods, shrubs, and brush within drain right-of-way. Daily hand seeding of disturbed areas is required.

###### B. Open Channel Excavation:

1. Basis of Measurement: At the unit price bid per linear foot as stated in the proposal.
2. Basis of Payment: Includes material, labor, and equipment to excavate the drain to required contours, bottom widths and flow lines as shown on the drawings, excavation of side drain inlets to right-of-way line, diversion of water and/or dewatering, site clearing, grubbing and snagging of woods, shrubs, and brush within drain right-of-way. Daily hand seeding of disturbed areas is required.

- C. Spoil Leveling:
  - 1. Basis of Measurement: Included in the unit price bid per linear foot as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment necessary to level spoils on one or both sides of the drain as indicated on drawings and specifications according to the leveling details, removal of debris from leveled spoil area, and root raking of spoils.
- D. Spoil Hauling:
  - 1. Basis of Measurement: Included in the unit price bid of the item being installed or at the unit price bid per linear foot for spoil hauling as stated in the proposal.
  - 2. Basis of Payment: Includes labor and equipment to load, haul, and dispose of spoils as indicated on the drawings and specifications or as directed by the Engineer.
- E. Bank Repair (Grading and Filling):
  - 1. Basis of Measurement: At the unit price bid per linear foot as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment to fill eroded drain banks, slope and or shape drain banks as directed by the Engineer.
- F. Access Ramp:
  - 1. Basis of Measurement: At the unit price bid as stated in the proposal.
  - 2. Basis of Payment: Includes labor, material and equipment to haul in acceptable native material to construct access ramps, construction of ramps, compaction of fill material, grading of ramps, seeding of side slopes, installation of straw mulch blanket and placement of six inches of 22A crushed limestone on the drive surface, as indicated on the plans for a complete installation. At the completion of the project the constructed access ramp shall be regraded and as necessary to repair any rutting that may have occurred during construction.
- G. Access Ramp Gate:
  - 1. Basis of Measurement: At the unit price bid per each as stated in the proposal.
  - 2. Basis of Payment: Includes labor, material and equipment to set gate posts as shown on plans, concrete foundation, fabricated steel gate sections primed and painted, and required hardware to hang the gates, for a complete installation as indicated on the plans and as stated in the proposal.
- H. Remove, Salvage and Reinstall Existing Guardrail:
  - 1. Basis of Measurement: Included in the unit price bid for cleanup and restoration.
  - 2. Basis of Payment: Includes equipment and labor to remove and salvage the existing guardrail, posts, and mounting hardware and reinstall the guardrail at the completion of the project. Also includes signage required by the authority having jurisdiction while guardrail is removed.

### 1.3 REFERENCES

- A. Local utility standards when working within 24 inches of utility lines.

### 1.4 SUBMITTALS

- A. Contractor shall submit for approval, gate and mounting hardware specification.

## 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction, current edition.

## PART 2 - PRODUCTS

- 2.1 Not Used.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Call Miss Dig service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company when specified to remove and relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### 3.2 EXCAVATION

- A. Clear site in accordance with Section 31 10 00 – Site Clearing.
- B. Excavate sediment build up to achieve a uniform flowline across the drainage channel.
- C. Restore drain banks to provide a uniform section.
- D. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- E. Correct unauthorized excavation at no extra cost to Owner.
- F. Seed excavated areas daily in accordance with Section 32 92 19 – Seeding.
- G. Repair and replace field tile outlets, as directed by Engineer and in accordance with Section 2715.

- H. When excavating one side slope of drain. The opposite ditch bank shall be cleared in accordance with Section 02110 – Site Clearing. Grass vegetation should not be removed on opposite side slopes.
- I. Earth Excavation:
1. Clear site in accordance with Section 31 10 00 - Site Clearing.
  2. Excavate detention areas to the subgrade elevations, dimensions and cross sections specified on drawings.
  3. Underpin, brace, or shore adjacent structures, which may be damaged by excavation work, including utilities and pipe chases.
  4. Machine slope banks to required slopes.
  5. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume Work.
  6. Correct unauthorized excavation at no cost of Owner.
  7. Remove and haul material from site or dispose of materials on Site as specified on the drawings. Payment for these items is included in the Earth Excavation pay item.
  8. Dewater excavations as necessary for construction. Payment for dewatering shall be included in the Earth Excavation pay item.
  9. Grade top perimeter of excavation to prevent surface water from draining into excavation.
  10. Provide, operate and maintain pumping equipment to keep excavation free of water.
  11. Remove lumped subsoil, boulders, and rock.
  12. Correct areas over excavated by error in accordance with Section 31 23 23 – Fill.
- J. Spoil Leveling
1. Spoils in all areas shall be placed according to the plan details.
  2. Seed spoils in accordance with Section 32 92 19 - Seeding.
  3. Spoils are to be leveled in drain right-of-way or on Site, as shown on drawings, unless Contractor receives written permission from Landowner to stockpile utilizing Landowner Agreement Form.
  4. Spoils placed on tillable land shall be spread evenly as shown on drawings.
  5. Spoils are to be kept a minimum 3 feet from excavation area.
  6. No excavated materials shall be placed on roads without written permission of the authorities having jurisdiction of said road.
  7. Spoils excavated in areas adjacent to residential or lawn areas are to be removed from the area unless directed by the Engineer, shown on drawings, or Contractor receives written permission from Landowner to level in area.
  8. No spoils are to be placed in any watercourse or drain.
  9. Side grade outs for watercourse and ditches shall be done at the time of open drain excavation or channel cleanout.
  10. Non-combustible items (i.e. roots and stumps), brush, or debris shall not be mixed with leveled spoil material.
  11. Shape leveled spoils to prevent the ponding of water behind spoil piles.
  12. Level spoils on the same side of the drain which excavation occurs. If excavation occurs from both sides of drain then make even spoil piles on both sides of drain unless otherwise directed by the Engineer.
  13. In agricultural, lawn, landscaped, or otherwise developed areas, root rake and hand pick sticks and rocks so that all foreign debris is disposed of.
  14. Prior to completion, spoil piles must be raked to remove wood and rocks.

15. Topsoil must be placed on spoil piles in which the native excavated material is not suitable for establishing vegetation as determined by the Engineer.

K. Spoil Hauling

1. Contractor is responsible for identifying and disposing of spoils in acceptable locations in accordance with all local, state and or federal requirements.
2. Spoils must be hauled from lawn and landscaped areas and as indicated in the drawings. No extra payment will be made for spoil hauling in areas not indicated to be hauled; however, for ease of construction, Contractor may choose to haul spoils.

3.3 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of bearing surfaces by Architect/Engineer before installing subsequent work.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to the Owner.
- D. Frequency of Tests: As directed by the Engineer.

3.4 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.
- D. Protect landscape areas, mailboxes, trees, fences, lawns, etc. Any damage to these areas are the responsibility of the Contractor.

END OF SECTION

## SECTION 31 23 23

### FILL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Backfilling building perimeter to subgrade elevations.
2. Backfilling site structures to subgrade elevations.
3. Fill under slabs-on-grade.
4. Fill under paving.
5. Fill for over-excavation.
6. Consolidation and Compaction.
7. Fill Under Roadways, Driveways, Sidewalks, Parking Lots, and Other Traveled Surfaces.
8. Utility Trench Backfilling.
9. Backfill for Drain Crossing and Traveled Surfaces.
10. Fill Materials.
11. Building Pads Filling to Subgrade Elevations.
12. Site Berming.
13. Fill Under Slabs-on-Grade Pads.
14. Fill Subgrade Undercutting.

###### B. Related Sections:

1. Section 31 22 13 - Rough Grading: Site filling.
2. Section 31 23 16 - Excavation.
3. Section 31 37 00 - Riprap.
4. Section 32 91 19 - Landscape Grading: Filling of topsoil to finish grade elevation.
5. Section 33 42 13.13 - Public Pipe Culverts.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Backfill Materials:

1. Basis of Measurement: Included in unit price bid for the pay item being installed or constructed as stated.
2. Basis of Payment: Includes material, labor, and equipment necessary to backfill and compact to proposed subgrade as specified for this Project.

###### B. Granular Subbase:

1. Basis of Measurement: Included in unit price bid for the pay item being installed or constructed as stated.
2. Basis of Payment: Includes all labor, material, and equipment necessary to place, grade, and compact granular subbase to the thickness specified on the drawings.

### 1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
  - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. Michigan Department of Transportation (MDOT)
  - 1. MDOT Standard Specification for Construction, current edition.
  - 2. MDOT Density Control Handbook, current edition.
- D. ANSI/ASTM
  - 1. ANSI/ASTM C136 or MTM 108 & 109 - Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ANSI/ASTM C117 or MTM 108 - Test method for materials finer than 15mm (No. 200 Sieve) in mineral aggregates by washing.

### 1.4 SUBMITTALS

- A. Product Data: Submit data for geotextile fabric indicating fabric and construction.
- B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported fill materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with MDOT Standard Specifications for Construction, current edition.

## PART 2 - PRODUCTS

### 2.1 FILL MATERIALS

- A. Type A - Coarse Stone Fill: MDOT 6AA, 100% crushed - for wet excavation, excavation within open drain, backfill for subgrade undercutting for poor soil or in pipe trench, compacted to a minimum of 95 percent of the materials maximum dry density as determined by modified proctor method in layers not to exceed 12 inches loose depth, unless otherwise specified. A ballast type crushed stone free of shale, clay, friable material, sand, and debris graded in accordance with ANSI/ASTM C136.
- B. Type B - Granular Fill: MDOT Class IIA - for dry excavation, pipe bedding to 12" above pipe, and trench backfill within roadway influence or dry excavation. Compacted to a minimum of 95 percent of the materials maximum dry density as determined by modified proctor method in layers not to exceed 12 inches loose depth. Substitute with Type A MDOT 6A coarse stone for wet excavation.
- C. Type C - Structural Fill: MDOT Class I - for lower area of excess excavation over 24", compacted to a minimum of 95 percent of the materials maximum dry density as determined by modified proctor method in layers not to exceed 12 inches loose depth.
- D. Type D - Native Subsoil: Site soils reused, free of gravel larger than 3 inch size, organic material, and debris, backfill above bedding of pipe to subgrade in greenbelt area. Compacted to a minimum of 90 percent of the materials maximum dry density as determined by modified proctor method in layers not to exceed 12 inches loose depth, unless otherwise specified or as approved by the Engineer.
- E. Type E - Dense Aggregate: MDOT 22A dense graded aggregate - for driveway and temporary patches on traveled surfaces, compacted to a minimum of 95 percent of its maximum dry density as determined by modified proctor method in layers not to exceed 12 inches loose depth.
- F. Type F – MDOT Standard Flowable Fill (Fill Class C concrete) – for headwall, sheet piling repair, and culvert storm sewer backfilling.
- G. Type G - Clay Embankment: Silty or sandy clay soils meeting the criteria for the designation of "CL" in accordance with the United Soil Classification System – for clay embankment construction, compacted to a minimum of 90 percent of its maximum dry density and at a moisture content ranging from 0 to 3 percent above of the optimum moisture as determined by the modified proctor method in layers not to exceed 12 inches loose depth. The Contractor shall provide samples of the proposed clay embankment material to the Geotechnical Engineer for visual examination and possible laboratory testing/analysis to confirm the material meets the criteria for the designation of "CL." Approved material shall be excavated from the borrow area free from frozen soil, organics, or other deleterious materials.
- H. Type H - Granular Embankment: MDOT Class I, Class II, or Class III – for granular embankment construction, compacted to a minimum of 95 percent of its maximum dry density as determined by the modified proctor method in layers not to exceed 12 inches loose depth. The Contractor shall provide samples of the proposed sand embankment material to the Geotechnical Engineer for visual examination and possible laboratory testing/analysis to confirm the material



meets the specified material type. Approved material shall be excavated from the borrow area free from frozen soil, organics, or other deleterious materials.

## 2.2 ACCESSORIES

- A. Filter Fabric: Section 31 32 21 – Filter Fabric

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and Project conditions.
- B. Verify sub-drainage, damp proofing, or waterproofing installation has been inspected.
- C. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.
- D. Verify structural ability of unsupported walls to support loads imposed by fill.
- E. Verify that all fill materials to be used are acceptable.
- F. Verify foundation and/or perimeter drainage installation has been inspected.

### 3.2 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.
  - 1. In areas that are suspect and may require subgrade undercutting, notify Engineer immediately. Do not proceed until it is agreed subgrade undercutting is required and quantities can be documented. See Section 31 23 16 - Excavation.
- C. Scarify subgrade surface to depth of 6 inch.
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.
  - 1. Thoroughly proof-roll all areas of building pads, slabs-on-grade, bituminous pavement, concrete curb and gutter and sidewalks with a fully loaded tandem-axle truck, or its equivalent.
  - 2. Loose or soft areas revealed during the proof-rolling operations are to be compacted or removed and replaced according to See Section 31 23 16 - Excavation.

### 3.3 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.

- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place geotextile fabric over Type A fill prior to placing next lift of fill.
- D. Place material in continuous layers as follows:
  - 1. Subsoil Fill: Maximum 12 inches compacted depth.
  - 2. Structural Fill: Maximum 8 inches compacted depth.
  - 3. Granular Fill: Maximum 8 inches compacted depth.
- E. Employ placement method that does not disturb or damage other Work or foundation perimeter drainage conduit in trenches.
- F. Maintain optimum moisture content of backfill materials to attain required compaction density.
- G. Backfill against supported foundation walls. Do not backfill against unsupported foundation walls.
- H. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- I. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.
- J. Make gradual grade changes. Blend slope into level areas.
- K. Remove surplus backfill materials from site.
- L. Leave fill material stockpile areas free of excess fill materials.
- M. Type B – Granular Fill: Place and compact materials as specified in Part 2 of this Section.
- N. Type D – Native Subsoil: Place on compact materials as specified in Part 2 of this Section.
- O. Machine compact under springline of pipe with T-bar or Engineer approved equivalent.
- P. Backfill simultaneously on all side of utility structures, manholes, and catchbasins.
- Q. Type F – Flowable Fill: Place in locations indicated on drawings. Protect from freezing temperatures for 24 hours after placement.
- R. Backfill wet excavation and subgrade undercutting according to Section 31 23 16 - Excavation.
- S. Backfill subgrade undercutting in open drain according to See Section 31 23 16 - Excavation.

### 3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Within Building Areas: Plus or minus 1 inch from required elevations.

- C. Top Surface of Backfilling Under Paved Areas: Plus or minus 0.10 foot, inch from required elevations.
- D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

### 3.5 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with AASHTO T180.
- C. Perform in place compaction tests in accordance with the following:
  - 1. Density Tests: ASTM D1556 or ASTM D2922.
  - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Tests and analysis of fill material will be performed in accordance with One Point Michigan Cone Test.
- F. Compaction testing will be performed in accordance with MDOT standard requirements.
- G. Frequency of tests: At the discretion of the Engineer.
- H. Proof roll compacted fill surfaces under slabs-on-grade.

### 3.6 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished Work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

## SECTION 31 25 00

### EROSION AND SEDIMENTATION CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. System Description.
2. Quality Assurance.
3. Regulatory Requirements.
4. Method of Payment.

###### B. Related Sections:

1. Section 31 10 00 - Site Clearing.
2. Section 31 23 16 - Excavation.
3. Section 31 23 23 - Fill.
4. Section 31 37 00 - Riprap.
5. Section 32 91 19 - Landscape Grading.
6. Section 32 92 19 - Seeding.

##### 1.2 SYSTEM DESCRIPTION

- A. Methods of control are identified on drawings by numbers corresponding to the keying system found in the Michigan Association of County Drain Commissioner's Soil Erosion and Sedimentation Control Authorized Public Agency Procedures Manual.
- B. The notation "T" or "P" following the number (as shown on the Drawings) indicates whether the control measure is temporary or permanent.
- C. Additional control measures shall be employed as required by the site conditions and applicable enforcing agency having project jurisdiction.

##### 1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Soil Erosion and Sedimentation Control:

1. Basis of Measurement: Included in other work items.
2. Basis of Payment: Includes all material, equipment, and labor required for soil erosion prevention and sedimentation control for this project including but not limited to dust control, silt fence, inlet protection, site access stabilization, and other soil erosion and sedimentation control prevention measures for this project. Also includes all maintenance throughout the project including the removal of all temporary measures once disturbed areas have been stabilized and approved at the end of construction.

#### 1.4 REGULATORY REQUIREMENTS

- A. Submit installation time schedule for temporary and permanent soil erosion prevention and sedimentation control measures to applicable enforcing agency having jurisdiction, as well as to Engineer. Make submittals prior to start of construction.
- B. Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as Amended:
  - 1. The Contractor is responsible for compliance to Part 91 Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as Amended and is responsible for compliance in accordance with the Michigan Association of County Drain Commissioner's (MACDC) Soil Erosion and Sedimentation Control (SESC) Authorized Public Agency (APA) procedures manual. If for any reason, the Owner is found to be in violation of Act 91 due to the Contractor found in non-compliance, the Contractor will be fully responsible for any fines and costs incurred by Owner, including legal defense and any and all costs associated with a violation.
  - 2. The Contractor acknowledges that the procedures manual is available at [www.macdc.net](http://www.macdc.net) and has reviewed and understands the manual.
  - 3. The Contractor acknowledges the Owner's right to enter on to the project and install or repair any soil erosion control measures at Contractor's expense after notice to Contractor allowing time for the repair or installation to be made by Contractor. Such repair or installation may be made by Owner or by a third party Contactor of Owner.
- C. Contractor shall obtain all permits and pay all fees for plan review and inspection as required by applicable enforcing agency having jurisdiction.

#### 1.5 SUBMITTALS

- A. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

#### 1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with the Soil Erosion and Sedimentation Control, Part 91 of Act 451 of 1994.

#### 1.8 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

#### 1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.

- B. Do not place grout when air temperature is below freezing.
- C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. In accordance with applicable Section for specified materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Field locate known utility locations. Notify Engineer of conflicts and attain removal or relocation instructions prior to continuing installation activities.
- C. Maintain and protect existing utilities to remain.

### 3.2 PROTECTION OF ADJACENT WORK

- A. Protect adjacent structures and property which may be damaged by execution of work.
- B. Protect existing trees, shrubs, landscaping and lawn areas designated to remain.

### 3.3 INSTALLATION AND MAINTENANCE

- A. Construct soil erosion prevention and sedimentation control measures in accordance with the plans and manufacture's recommendations.
- B. Schedule planned control measures with construction operation to limit the area of any disturbed land to the shortest possible period of exposure.
- C. Conduct all earth changes so as to effectively reduce accelerated soil erosion and resulting sedimentation.
- D. Remove all sediment from runoff water before it leaves the site.
- E. Inspect, maintain, and repair temporary control measures until permanent control measures are implemented. Remove all temporary control measures once permanent protection is established.
- F. Maintain permanent control measures until final acceptance by Owner.
- G. Protect all installed and existing catchbasin inlets. Remove protection after final inspection of the project.

- H. Execute work by methods to minimize raising dust from construction operations.
- I. Do not deposit trash, debris, or sediment in tile or open drains.
- J. Immediately repair trenches located within the traveled surface or roadways.
- K. Landscape construction areas as soon as practical after work is completed.

END OF SECTION

## SECTION 31 32 21

### FILTER FABRIC

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Filter Fabric for Groundwater Infiltration Applications.
  - 2. Filter Fabric for Plain Riprap Applications and Concrete Box Culvert Joints.
  - 3. Filter Fabric for Heavy Riprap Applications.
  - 4. Filter Fabric for Articulated Concrete Mat Applications.
- B. Related Sections:
  - 1. Section 31 22 13 – Rough Grading
  - 2. Section 31 35 21 – Slope Protection and Erosion Control

##### 1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Filter Fabric:
  - 1. Basis of Measurement: Included in unit price for plain riprap, plain riprap spillway, field tile outlets, surface outlet tubes, drain crossings, riprap splash pad, check dams, sedimentation basins, or other Work item being accomplished, whichever applies.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation according to plans, specifications, and manufacturer's instructions.

##### 1.3 REFERENCES

- A. ASTM D-4632 - Test method for Tensile Strength and Elongation
- B. ASTM D-3786 - Test method for Mullen Burst.
- C. ASTM D-4533 - Test method for Trapezoidal Tear Strength.
- D. ASTM D-3787 - Test method for Puncture Strength.
- E. ASTM D-4751 - Test method for Apparent Opening Size.
- F. ASTM D-4491 - Test method for Coefficient of Permeability

##### 1.4 COORDINATION

- A. Section 01 30 00 – Administrative Requirements specifies requirements for coordination.
- B. Coordinate Work of this Section with Section 31 37 00 – Riprap.



## 1.5 SUBMITTALS

- A. Submit shop drawings and product data for all items to be installed and/or constructed within this Section.
- B. Submit manufacturer's instructions for all product data.
- C. Submit manufacturer's certificate, which shall show actual test values obtained for the physical properties as tested for compliance with the specifications, for all product data.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Mechanically bonded, non-woven, long-chain polymeric fibers or yarns. The edges of the fabric shall be finished to prevent the outer fiber from pulling away from the fabric.
  - 1. Filter fabric for groundwater infiltration applications (french drains, trench drains, pipe joint wrap, etc.) and embankment filter fabric is to have, at minimum, the following properties:

Tensile Strength	100 lbs
Tensile Elongation (max)	100 %
Mullen Burst	210 psi
Trapezoidal Tear Strength	40 lbs
Puncture Strength	65 lbs
Apparent Opening Size (max)	70 sieve
Flow Rate	140 gal/min/ft <sup>2</sup>

- 2. Filter fabric for cobblestone applications (cobblestone streambed protection, splash pads, etc.) to have, at minimum, the following properties:

Tensile Strength	120 lbs
Tensile Elongation (max)	100 %
Mullen Burst	230 psi
Trapezoidal Tear Strength	45 lbs
Puncture Strength	70 lbs
Apparent Opening Size (max)	70 sieve
Flow Rate	135 gal/min/ft <sup>2</sup>

- 3. Filter fabric for plain riprap applications (riprap, riprap spillways, etc.) and concrete box culvert joints are to have, at minimum, the following properties:

Tensile Strength	155 lbs
Tensile Elongation (max)	100 %
Mullen Burst	315 psi
Trapezoidal Tear Strength	65 lbs
Puncture Strength	95 lbs
Apparent Opening Size (max)	70 sieve
Flow Rate	110 gal/min/ft

4. Filter fabric for heavy riprap applications is to have, at minimum, the following properties:

Tensile Strength	200 lbs
Tensile Elongation (max)	100 %
Mullen Burst	350 psi
Trapezoidal Tear Strength	75 lbs
Puncture Strength	100 lbs
Apparent Opening Size (max)	80 sieve
Flow Rate	95 gal/min/ft <sup>2</sup> Open Area

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for installation examination.
- B. Verify the correct fabric is specified for the specific use.
- C. At the time of installation, the filter fabric may be rejected at the discretion of the Engineer if it has been removed from its protective cover for over 72 hours or has defects, tears, punctures, flow deterioration, or damage incurred during manufacture, transportation or storage.
- D. No torn, punctured, or otherwise damaged fabric shall be installed.

### 3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for installation preparation.
- B. Remove large stones or other debris, which could damage the filter fabric.
- C. Adjacent Surfaces: Protect adjacent surfaces.

### 3.3 STORAGE

- A. During all periods of shipment and storage, the filter fabric shall be protected from abrasion, direct sunlight, ultraviolet rays, and temperatures greater than 140 degrees Fahrenheit (or as directed by the manufacturer). To the extent possible, the fabric shall be maintained wrapped in its protective covering.

### 3.4 INSTALLATION

- A. All joints/overlaps in material shall be a minimum of 2 feet.
- B. Any damaged material shall be repaired by placing a piece of fabric that is sufficiently large to cover the damaged area plus 2 feet of adjacent undamaged geotextile in all directions.

- C. Finish according to specific use requirements.
- D. Edges of filter fabric shall be toed in 12 inches unless specified otherwise. Work will not pass inspection if filter fabric is not "toed in."

### 3.5 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for protecting finished Work.
- B. Do not permit Traffic over unprotected surface.
- C. Take care placing material over filter fabric so as not to damage the material.

END OF SECTION

## SECTION 31 35 21

### SLOPE PROTECTION AND EROSION CONTROL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Reinforced Grass Spillway.
2. Turf Reinforcement Mat.

###### B. Related Sections:

1. Section 01 40 00 – Quality Requirements
2. Section 01 50 00 - Facilities and Controls.
3. Section 01 70 00 – Execution and Closeout Requirements
4. Section 31 22 13 - Rough Grading.
5. Section 32 91 19 - Landscape Grading.
6. Section 31 23 16 - Excavation.
7. Section 31 23 23 - Fill.
8. Section 31 32 21 - Filter Fabric.
9. Section 33 42 13.13 - Public Pipe Culverts.
10. Section 31 10 00 - Site Clearing.
11. Section 31 25 00 - Erosion and Sedimentation Controls.

##### 1.2 REFERENCES

- A. Part 91 of Act 451 of 1994, (as amended), Soil Erosion and Sedimentation Control Act.
- B. Michigan Association of County Drain Commissioner’s Soil Erosion and Sedimentation Control Authorized Public Agency Procedures Manual.
- C. Michigan Department of Transportation: Current edition of the Standard Specifications for Construction.
- D. ASTM D-4595 – Test method for geo-grid tensile strength.

##### 1.3 COORDINATION

- A. Section 01 30 00 - Administrative Requirements specifies requirements for coordination.

##### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 – Submittal Procedures.

## 1.5 UNIT PRICE -- MEASUREMENT AND PAYMENT

### A. Erosion Control Blanket:

1. Basis of Measurement: Included in the unit price bid per square yard as stated in the proposal.
2. Basis of Payment: Includes materials, labor, and equipment to provide a uniform slope, seeding of the slope, installation of erosion control blanket, keying in the blanket and staking down the blanket per the manufacturers recommendations and as directed by the Engineer.

### B. Straw Mulch Blanket:

1. Basis of Measurement: At the lump sum price bid for seeding, mulching, and fertilizing as stated in the proposal.
2. Basis of Payment: Includes material, labor and equipment and stakes to install the straw mulch blanket per manufacturers specifications, as indicated on the plans and as directed by the engineer.

### C. Soil Erosion and Sedimentation Control:

1. Basis of Measurement: Included in other Work items for this Project.
2. Basis of Payment: Includes all material, equipment, and labor required for soil erosion prevention and sedimentation control for this project.

## 1.6 QUALITY ASSURANCE

### A. Perform Work according to:

1. Part 91 of Act 451 of 1994, (as amended), Soil Erosion and Sedimentation Control Act.
2. Michigan Association of County Drain Commissioner's Soil Erosion and Sedimentation Control Authorized Public Agency Procedures Manual.

## 1.7 REGULATORY REQUIREMENTS

- A. Submit installation time schedule for temporary and permanent soil erosion prevention and sedimentation control measures to applicable enforcing agency having jurisdiction, as well as to Engineer. Make submittals prior to start of construction.
- B. The Contractor is responsible for compliance to Part 91 Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended and is responsible for compliance in accordance with the Ingham County Drain Commissioner's Soil Erosion and Sedimentation Control (SESC) Authorized Public Agency (APA) procedures manual. If for any reason, the Owner is found to be in violation of Act 91 due to the Contractor found in non-compliance, the Contractor will be fully responsible for any fines and costs incurred by Owner, including legal defense and any and all costs associated with a violation.

The Contractor acknowledges that the procedures manual is available at <http://dr.ingham.org> and has reviewed and understands the manual.

The Contractor acknowledges the Owner's right to enter on to the project and install or repair any soil erosion control measures at Contractor's expense after notice to Contractor allowing time for the repair or installation to be made by Contractor. Such repair or installation may be made by Owner or by a third party Contractor of Owner.

- C. Contractor shall obtain all permits and pay all fees for plan review and inspection as required by applicable enforcing agency having jurisdiction.
- D. If for any reason the OWNER is found to be in violation of Part 91 due to CONTRACTOR'S noncompliance, the CONTRACTOR agrees to pay all fines and costs incurred by the OWNER including all legal costs in the defense of the OWNER.

## 1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.
- B. Fabricator: Company specializing in fabricating products specified in this Section with minimum three years' documented experience.
- C. Installer: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.
- D. Licensed Professional: Professional Engineer experienced in design of specified Work and licensed in State of Michigan.

## 1.9 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to fabrication. Indicate field measurements on Shop Drawings.
- B. Verify that survey bench work and intended elevations for the Work are as indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Filter Fabric - As specified in Section 31 32 19 - Filter Fabric.
- B. Erosion Control Blanket: North American Green Vmax C350 or equal.
- C. Straw Mulch Blanket: North American Euro-net S150 for equal.
- D. Erosion Control Blanket securing pins: 6 inch North American Green Eco Stakes or Engineer approved equivalent.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 - Execution and Closeout specifies requirements for installation examination.

3.2 PREPARATION

A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for installation preparation.

B. Implement temporary controls under provisions of Section 01 50 00 – Temporary Facilities and Controls.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements specifies requirements for inspecting and testing.

3.4 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for starting and adjusting.

3.5 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for cleaning.

3.6 PROTECTION

A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for protecting finished Work.

3.7 MAINTENANCE

A. Section 01 70 00 - Execution and Closeout Requirements specifies requirements for maintenance service.

END OF SECTION

## SECTION 31 37 00

### RIPRAP

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Riprap placed loose.
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading.
  - 2. Section 31 23 16 - Excavation: Excavating for riprap.
  - 3. Section 31 23 23 - Fill.
  - 4. Section 32 91 19 - Landscape Grading: Topsoil placement.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Miscellaneous Riprap (Plain):
  - 1. Basis of Measurement: At the unit price bid per square yard as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation of filter fabric, placement of riprap to a depth of 1 foot, excavation, and grading to provide required contours as shown on the plans and as indicated in the specifications.
- B. Riprap Toe of Slope Protection:
  - 1. Basis of Measurement: At the unit price bid per linear foot as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation of filter fabric, placement of riprap to a depth of 1 foot, excavation, and grading to provide required contours as shown on the plans and as indicated in the specifications.
- C. Riprap Spillway:
  - 1. Basis of Measurement: At the unit price per linear foot as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation of filter fabric, placement of riprap to a depth of 1 foot, excavation, and grading to required contours as shown on the plans and as indicated in the specifications.
- D. Plain Riprap Splash Pad:
  - 1. Basis of Measurement: At the unit price bid per each as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation of filter fabric, placement of riprap, excavation, and grading to provide required splash pad.

##### 1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.



- B. Perform Work in accordance with MDOT Standard Specifications for Construction, current edition.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cobblestone – Sound, tough, durable rock or uniformly white crushed limestone free from structural defects. Use natural stone for streambed protection. Material to be uniform in size and range in dimension from 3 inches to 12 inches. MDOT 916.01. No rebar, steel, or paint by-products shall be mixed with the material. Concrete and bituminous/asphalt material is not acceptable.
- B. Plain Riprap – Sound, tough, durable rock or uniformly white crushed limestone free from structural defects. Material to be uniform in size and range in dimension from 8 inches to 16 inches conforming to MDOT 916.01. No rebar, steel, or paint by-products shall be mixed with the material. Concrete and bituminous/asphalt material is not acceptable.
- C. Heavy Riprap – Sound, tough, durable rock or uniformly white crushed limestone free from structural defects. Material to be uniform in size and not less than 16 inches in the least dimension, with an average of 18 inches to 24 inches diameter conforming to MDOT 916.01. No rebar, steel, or paint by-products shall be mixed with the material. Concrete and bituminous/asphalt material is not acceptable.
- D. All materials must be approved by Owner before use on project.
- E. Filter Fabric – As specified in Section 31 32 21 – Filter Fabric.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Exact location of plain riprap, plain riprap spillways, riprap cross vanes, and cobblestone splash pads shall be determined by Engineer during construction.

### 3.2 RIPRAP AND RIPRAP TOE OF SLOPE PROTECTION

- A. Clear topsoil and rough grade to required contours. Over excavate protection area equal to the thickness of the protection.
- B. Place filter fabric with all edges "toed in" a minimum of 12 inches. Riprap will not pass inspection if filter fabric is not "toed in."
- C. Place protection on filter fabric; tamp protection until individual pieces are firmly bedded.
- D. Hand place stone, if necessary, to assure that there are no void spaces in protection. Upon completion the filter fabric should not be visible.

- E. Bank and grade protection shall be installed as needed per location as directed by the Engineer.
- F. Toe of slope protection shall be installed along the bank to a height of 3 feet vertically above the flow line of the drain (6 feet laid on 2 on 1 slope).

### 3.3 RIPRAP SPILLWAY

- A. Clear topsoil and rough grade to required dimensions. Over excavate spillway so that upon completion the flow line of the spillway is recessed 18 inches below the proposed side slope of the open drain.
- B. Spillway shall be constructed with a 4 feet bottom and 2 horizontal to 1 vertical side slope unless directed otherwise by the Engineer. Riprap should be placed to a width of 12 foot across the spillway.
- C. Filter fabric shall be placed under riprap and toed-in as shown on construction plans.
- D. Place filter fabric with all edges "toed in" a minimum of 12 inches. Riprap will not pass inspection if filter fabric is not "toed in."
- E. Spillway will not pass inspection if filter fabric is not "toed in."
- F. Riprap should be placed starting at the toe of slope and extend to 3 feet beyond same side top of bank.
- G. Tamp riprap until individual pieces are firmly bedded.
- H. Hand place stone, if necessary, to assure that there are no void spaces in protection. Upon completion the filter fabric should not be visible.

### 3.4 RIPRAP SPLASH PAD

- A. Place filter fabric with all edges "toed in" a minimum of 12 inches. Riprap will not pass inspection if filter fabric is not "toed in."
- B. A splash pad shall be placed at the outlet of each tile outlet and surface outlet tube as directed by Engineer.
- C. Splash pads must be a minimum of 2 feet wide and must be a minimum of 1.5 feet wider than the diameter of the tile outlet.
- D. Splash pads range from 1 to 5 square yards of riprap depending on field conditions.
- E. Splash pad must be constructed in a "V" shape with center of splash pad excavate 1 foot deeper than edges of splash pad.

END OF SECTION

## SECTION 32 11 23

### AGGREGATE BASE COURSES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Aggregate subbase.
  - 2. Aggregate base course.
  
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading.
  - 2. Section 31 23 23 – Fill.
  - 3. Section 31 37 00 - Riprap.
  - 4. Section 32 14 53 – Pavement Repair.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Aggregate Base Course:
  - 1. Basis of Measurement: Included in unit price bid for drain crossings and access ramps.
  - 2. Basis of Payment: Includes all labor, equipment and material necessary to haul, place, compact and grade aggregate base course to the elevations indicated in the plans and specifications.

##### 1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
  - 2. AASHTO M147-65 – Materials for Aggregates and Soil-Aggregate.
  
- B. ASTM International:
  - 1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
  - 2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.

5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
6. ASTM D4313 – Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
7. ASTM C136 – Sieve Analysis of Fine and Coarse Aggregates.

C. MDOT Standard Specifications for Construction, current edition.

#### 1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data:

1. Submit data for geotextile fabric.

C. Samples: Submit, in air-tight containers, 10 lb sample of each type of aggregate fill to testing laboratory.

1. As directed by the Engineer.

D. Materials Source: Submit name of aggregate materials suppliers.

E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.5 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work in accordance with Michigan Department of Transportation Standard Specifications for Construction, current edition.

### PART 2 - PRODUCTS

#### 2.1 AGGREGATE MATERIALS

A. MDOT 22A Dense Graded Aggregate – for bituminous pavement aggregate.

B. MDOT 23A Dense Graded Aggregate – for gravel road surface course, road shoulder, and gravel drive surface course.

#### 2.2 ACCESSORIES

A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

- B. Verify compacted substrate is dry and ready to support paving and imposed loads.
  - 1. Proof roll substrate with minimum two perpendicular passes to identify soft spots.
  - 2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.
- C. Verify substrate has been inspected, gradients and elevations are correct.

### 3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

### 3.3 AGGREGATE PLACEMENT

- A. Install geotextile fabric over subgrade in accordance with manufacturer's instructions.
  - 1. Lap ends and edges minimum 6 inches.
  - 2. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.
- B. Spread aggregate over prepared substrate to total compacted thickness indicated on Drawings.
- C. Roller compact aggregate to 95 percent maximum density.
  - 1. As determined by modified proctor method.
- D. Level and contour surfaces to elevations, profiles, and gradients indicated.
- E. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- F. Maintain optimum moisture content of fill materials to attain specified compaction density.
  - 1. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- H. Place 8-inch gravel road to the width as shown on the drawings and compact to a minimum 98 percent of the materials maximum dry density according to the modified proctor method.

### 3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation From Flat Surface: 3/8 inch measured with 10 foot straight edge.
- C. Maximum Variation From Thickness: 1/4 inch.
- D. Maximum Variation From Elevation: 1/2 inch.

### 3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 017000 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Compaction testing will be performed in accordance with MDOT standard requirements.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to the Owner.
- D. Frequency of tests: as directed by the Engineer.
- E. Graduation of Aggregate: In accordance with ASTM C136.
- F. Furnish material certification from Supplier as required by the Engineer.

END OF SECTION

## SECTION 32 91 13

### SOIL PREPARATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Preparation of subsoil.
  - 2. Soil testing.
  - 3. Placing topsoil.
  
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading: Rough grading of site.
  - 2. Section 32 91 19 - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the Work of this section.
  - 3. Section 32 92 19 - Seeding

#### PART 2 - PRODUCTS

##### 2.1 SOIL MATERIALS

- A. Topsoil: Excavated from site and free of weeds.

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
  
- B. Verify prepared soil base is ready to receive the Work of this section.

##### 3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
  
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
  
- C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

### 3.3 PLACING TOPSOIL

- A. Spread topsoil to minimum depth of 4 inches over area to be seeded. Rake until smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of seeded areas in straight lines to consistent depth.

END OF SECTION



## SECTION 32 91 19

### LANDSCAPE GRADING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Final grade topsoil for finish landscaping.
  - 2. Topsoil.
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading.
  - 2. Section 31 23 23 – Fill.
  - 3. Section 32 92 19 - Seeding.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Landscape Grading:
  - 1. Basis of Measurement: Included in the unit price bid for cleanup and site restoration.
  - 2. Basis of Payment: Includes all labor, excavation, fill for landscape grading necessary to obtain the required contours, replacement of necessary fences, trees, shrubs, guard rail, mail boxes, and other landscaping necessary to return Work area to preconstruction conditions. Includes final grading during construction or from settling. Includes installation of 4 inches of topsoil, which matches quality of existing topsoil in lawn areas.
- B. Topsoil:
  - 1. Basis of Measurement: Included in the unit price bid for cleanup and site restoration and seeding.
  - 2. Basis of Payment: Includes all labor, material, and equipment necessary to furnish, salvage, place, grade, and lightly compact topsoil to the depth and grades as shown on the drawings. Onsite topsoil may be reused as shown on the drawings and as directed by the Engineer.

#### PART 2 - PRODUCTS

##### 2.1 MATERIAL

- A. Topsoil: Min. 4 inches compacted depth, unless otherwise stated.
- B. Topsoil: Friable loam; free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. Topsoil shall be imported as specified on the plans.

- C. Contractor shall conduct fertility and calcium tests on all topsoil to be used in lawn and planting areas to assure that soil conditions are ready to receive plantings.
- D. Submit lab results or samples for testing as requested by the Owner or Engineer if imported topsoil is used.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify substrate base has been contoured and compacted.
- C. Beginning Work of this Section requires acceptance of existing conditions.

### 3.2 SUBSOIL PREPARATION

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, and stones, in excess of 1/2 inch in size. Remove and dispose of offsite any subsoil contaminated with petroleum products.
- B. Scarify subgrade to minimum depth of 8 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

### 3.3 PLACING TOPSOIL

- A. Place topsoil to a minimum 4 inches compacted depth in areas where seeding, sodding and planting is scheduled.
- B. Use topsoil in relatively dry state. Do not place topsoil when weather conditions are excessively windy.
- C. Handle and place topsoil only when weather and soil moisture permits.
- D. Placement of topsoil in frozen or muddy conditions shall not be permitted.
- E. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- F. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- G. Manually spread topsoil around trees and plants to prevent damage.
- H. Lightly compact placed topsoil in preparation for seeding, fertilizing, and mulching.

- I. Fertilizer and lime shall be applied at the minimum rates indicated by tests and shall be raked into the top 2 inches of the topsoil.
- J. Remove surplus subsoil and topsoil from Site.
- K. Import topsoil as necessary to match the depths as specified on the plans.
- L. Leave stockpile area and site clean and raked, ready to receive landscaping.
- M. Place required trees, shrubs, fences, and mail boxes in their proper locations.
- N. All grades must have positive drainage. No ponding must occur in graded areas. Contractor will be required to regrade if ponding occurs in landscaped or yard areas.

#### 3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/2 inch.

#### 3.5 PROTECTION OF INSTALLED WORK

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

END OF SECTION

## SECTION 32 92 19

### SEEDING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fertilizing.
  - 2. Seeding.
  - 3. Hydroseeding.
  - 4. Straw Mulch Blanket.
  - 5. Maintenance.
  
- B. Related Sections:
  - 1. Section 31 10 00 – Site Clearing.
  - 2. Section 31 22 13 - Rough Grading.
  - 3. Section 31 23 16 – Excavation.
  - 4. Section 31 23 23 – Fill.
  - 5. Section 32 91 13 - Soil Preparation
  - 6. Section 32 91 19 - Landscape Grading.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Seeding:
  - 1. Basis of Measurement: At the lump sum price bid as stated in the proposal.
  - 2. Basis of Payment: Includes labor, equipment, and material necessary to seed all disturbed areas not specified to receive other seeding or planting treatments. This includes finish grading, subsoil, daily seeding with approved seed mix, fertilizing, and maintenance to provide for uniform grass growth and any reseeded and erosion repair. Re-seeding and erosion repair is included to provide for uniform grass growth at the completion of the project and up to one year after completion.
  
- B. Straw Mulch Blanket:
  - 1. Basis of Measurement: At the lump sum price bid for seeding, mulching, and fertilizing as stated in the proposal.
  - 2. Basis of Payment: Includes: material, labor and equipment to seed and place the straw mulch blanket on the access ramps and other areas as indicated on the plans and as directed by the engineer.

##### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

#### 1.4 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

#### 1.5 SUBMITTALS

- A. Product Data: Submit data for seed mix, erosion control blankets, and other accessories.
- B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
  - 1. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, any tags from seed bags and any receipts associated with seeding.

#### 1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. The Contractor shall make arrangements to obtain seed materials with nurseries a maximum 30 days after he/she is awarded contract and provide a list of suppliers to the Engineer.
- C. The Contractor will provide a final list of all species purchased to the Engineer a minimum of 90 days prior to seeding

#### 1.7 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section.
- B. Installer: The seeding Contractor must be experienced and specialized in seeding the respective species as determined by the Engineer. He/she shall properly supervise a competent staff. The Contractor must have the necessary equipment to complete this task.
- C. Maintenance Services: Shall be provided by the Contractor for up to one year to guarantee establishment of growth.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

#### 1.9 MAINTENANCE SERVICE

- A. Maintain seeded and sodded areas immediately after placement until grass is well established, exhibits a vigorous growing condition and is accepted by the Owner. Guarantee reseeding of bare areas for one year following acceptance.

## 1.10 COORDINATION

- A. Coordinate Work under provisions of Section 01 30 00 – Administrative Requirements.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Topsoil:
  - 1. Reused - free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter.
  - 2. Topsoil: Imported, friable loam; free of subsoil, roots, grass, excessive amount of weeds, stone, and foreign matter; acidity range (ph) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter.
  - 3. Topsoil furnished from outside the project limits shall be approved by the Engineer.
- B. MDOT General Roadside Seed Mix, TGM (Turf Medium to Heavy Soil)

<b>% by Weight</b>	<b>Common Name</b>
10	Kentucky Blue Grass
20	Perennial Ryegrass
30	Hard Fescue
40	Creeping Red Fescue

Apply per MDOT standards and specifications, minimum 220 lb/acr

- C. Straw Mulch Blankets:
  - 1. Install North American Green EroNet or S150 as indicated on the plans or directed by the Engineer.
  - 2. Install all mulch blankets with wooden stakes. Stake according to manufacturer's recommendations as approved by the Engineer.
- D. Stakes: Softwood lumber, chisel pointed.

### 2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify that prepared soil base is ready to receive the Work of this section and that the necessary excavation Work has been completed. See Section 32 91 19 - Landscape Grading and Section 31 23 16 – Excavation
- C. Disc and cultipack (roll) site to ensure a flat and firm seedbed.

### 3.2 SEEDING

- A. Daily seed and mulch all finished graded areas with approved seed mix.
- B. Apply mixes at the specified rates.
- C. Additional seeding is required until uniform growth of grass is established.
- D. Apply seed at rate specified above evenly in two intersecting directions. Rake in lightly.
- E. Do not seed areas in excess of that which can be mulched on same day.
- F. Do not sow when ground is too dry or when winds are over 12 mph.
- G. Immediately following seeding, apply mulch as specified.
- H. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- I. Seeding method:
  - 1. Hand broadcast native seed mix, and cover crop in designated areas. Mix seed with a lightweight inert material such as damp sawdust or vermiculite.
  - 2. For areas larger than 1 acre a mechanical planter, such as a Truax drill, may be used.
  - 3. Upon completion of seeding, rake or drag seed so that it is lightly covered with soil (approx. ¼ inch deep). The site should then be rolled to firm the seed into the soil. Approximately 25 percent of the seed should still be visible on the surface.
- J. Apply mulch or mulch blankets at specified rates of application evenly on prepared seedbed and maintain clear of trees and shrubs. Allow sunlight to penetrate mulch so as not to cover more than 70% of the soil surface or as directed by the Engineer.

### 3.3 MAINTENANCE

- A. Immediately reseed areas, which show bare spots.
- B. Repair any eroded areas and reseed immediately.

- C. Final payment will not be issued until a uniform growth of grass is established for period of one year on all areas disturbed as a result of the construction of this Project. A minimum of eighty percent of the species seeded shall be established prior to final payment.
- D. Protection from traffic and erosion in newly seeded areas is the responsibility of the Contractor. Safety fences and/or silt fences with appropriate signage may be used at the Contractor's expense until the grasses are fully established.

END OF SECTION



SECTION 33 42 13.13

PUBLIC PIPE CULVERT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe culverts and accessories.
2. Field tile outlets.
3. Bedding and cover materials.
4. Pipe supports and anchoring.
5. Slope protection at pipe end.
6. Remove existing structure.

B. Related Requirements:

1. Section 31 10 00 - Site Clearing.
2. Section 31 22 13 - Rough Grading.
3. Section 31 23 16 – Excavation.
4. Section 31 32 21 - Filter Fabric.
5. Section 31 35 21 - Slope Protection and Erosion Control.
6. Section 31 37 00 – Riprap.
7. Section 32 91 19 - Landscape Grading.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Drain Crossings and Maintenance Access Culverts:

1. Basis of Measurement: At the unit price bid per linear foot as stated in the proposal.
2. Basis of Payment: Includes material, labor, and equipment for installation of culvert, removal of existing crossing (if any), backfill materials, filter fabric, grout, concrete collars, any prefabricated tees, underdrains, mitering or end sections, field tile connections and/or relocations and outlets, dewatering, transportation of salvaged pipe, removal and reinstallation of guardrails, if any, 12” granular subbase, aggregate base, and native, gravel, and/or bituminous drive, pavement markings, or road restoration as shown in the drawings. In summary crossing complete as shown on drawings and in specifications.

B. Remove Existing Structure:

1. Basis of Measurement: At the lump sum price bid as stated in the proposal.
2. Basis of Payment: Includes all equipment, labor and material to remove and dispose of the existing structure and abutments complete. Unless otherwise specified, removed crossing shall become property of the Contractor to be disposed offsite.

- C. Field Tile Outlet:
  - 1. Basis of Measurement: At the unit price bid per each as stated in the proposal.
  - 2. Basis of Payment: Includes material, labor, and equipment for installation, rodent guard, connection to existing field tile, 10 feet of pipe, filter fabric and concrete.
  
- D. Surface Outlet Tube:
  - 1. Basis of measurement: At the unit price bid for each, as stated in the proposal.
  - 2. Basis of payment: Includes material, labor, and equipment to install 35 lineal feet of 15" C.M.P. surface outlet culvert, flared end section, riprap splash pad, filter fabric, and backfilling.

### 1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M36 - Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains.
  - 2. AASHTO M86 - Standard Specification for Non-reinforced Concrete, Sewer, Storm Drain, and Culvert Pipe.
  - 3. AASHTO M170 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
  - 4. AASHTO M196 - Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains.
  - 5. AASHTO M206 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
  - 6. AASHTO M207 - Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
  - 7. AASHTO M252 - Standard Specification for Corrugated Polyethylene Drainage Pipe.
  - 8. AASHTO M259 - Standard Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers.
  - 9. AASHTO M273 - Standard Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers with Less Than 2 ft of Cover Subjected to Highway Loadings.
  - 10. AASHTO M278 - Standard Specification for Class PS46 Poly (Vinyl Chloride) (PVC) Pipe.
  - 11. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
  - 12. AASHTO M294 - Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter.
  - 13. AASHTO M304 - Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter.
  - 14. AASHTO T180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
  
- B. ASTM International:
  - 1. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

2. ASTM A760 - Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains.
3. ASTM B745 - Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains.
4. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
5. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
6. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
7. ASTM C506 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
8. ASTM C507 - Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
9. ASTM C1433 - Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers.
10. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft<sup>3</sup>.
11. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/ft<sup>3</sup>.
12. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

C. MDOT:

1. MDOT Standard Specifications for Construction, current edition.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Submit shop drawings and product data for all items to be installed within this section.
- C. Provide 2 copies of permits for road and highway crossing permits to the Engineer.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

C. Storage:

1. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
2. Do not place pipe flat on ground.
3. Store UV-sensitive materials out of direct sunlight.

D. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Block individual and stockpiled pipe lengths to prevent moving.
3. Cradle pipe to prevent point stress.
4. Provide additional protection according to manufacturer instructions.

## 1.7 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Furnish materials according to Michigan Department of Transportation Standard Specifications for Construction, current edition.
- B. All corrugated steel joints must be banded according to manufacturer's instructions and must be wrapped with a 3 feet band of filter fabric. Joints must fit within .10 feet.
- C. Coupling bands shall be corrugated with rubber gasket and shall be same material as pipe. Bands shall be manufactured by pipe supplier and approved by Engineer.
- D. C.M.P. Field Tile Outlets:
1. Corrugated metal pipe, 16 gauge, 2 inches larger diameter than existing field tile, 2 2/3" x 1/2" corrugations (0.064 inches thick).
- E. Backfill - See Section 32 23 23 - Fill.
- F. Drive Surface - See Section 32 14 53 - Pavement Repair.
- G. Surface Outlet Tube:
1. Corrugated metal pipe, 16 gauge, 2 2/3" x 1/2" corrugations. See proposal for size.
- H. Rodent Guard:
1. Manufactured by pipe manufacturer and approved by Engineer.

I. Native Crossings:

1. Bedding: Type A – Crushed angular MDOT 6A coarse aggregate.
2. Backfill: Type B – MDOT Class II granular material to springline of pipe and Engineer approved Type D, native material, or MDOT Class II granular material installed to bottom of road subbase.
3. Drive Surface – Match existing native surface.

J. Gravel Crossings:

1. Bedding: Type A – Crushed angular MDOT 6A coarse aggregate.
2. Backfill: Type B – MDOT Class II granular material installed to bottom of road subbase.
3. Drive Surface: minimum 8 inches MDOT 23A dense graded aggregate.

K. Bituminous Drive / Road Crossing:

1. Bedding: Type A – Crushed angular MDOT 6A coarse aggregate.
2. Backfill: Type B – MDOT Class II granular material installed to bottom of road subbase.
3. See drawings for pavement restoration.

L. Backfill: See Section 31 23 23 Fill.

M. Pavement Repair – See Section 32 14 53 Pavement Repair.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that trench cut and excavation base is ready to receive Work.
- C. Verify that excavations, dimensions, and elevations are as indicated on layout drawings.

### 3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Correct over-excavation with coarse aggregate.
- C. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- D. Contact Engineer 48 hours prior to any Work on crossings to verify construction and installation schedule and to schedule necessary inspection time for installation.

- E. Verify that backfill and roadway requirements meet specifications of Authority having jurisdiction.
- F. Verify acceptability of backfill material with Engineer.
- G. Verify approval of all shop drawing submittals with Engineer.
- H. Verify benchmarks and required culvert placement elements and alignment.
- I. Verify that all traffic and other safety requirements have been met of the authority having jurisdiction.

### 3.3 INSTALLATION

#### A. Excavation and Bedding:

- 1. Place geotextile fabric over compacted bedding.
- 2. Contractor shall maintain flow at all times through drain. Contractor shall submit proposed procedure to Engineer for approval prior to construction. Cost shall be included in the cost per linear foot of drain crossing.
- 3. Excavate to required dimensions and remove existing culvert or structure where applicable.
- 4. Cut out soft areas not capable of insitu compaction. Backfill with Type A fill and compact to a minimum of 95 percent of the materials maximum dry density as determined by modified proctor method. See Section 31 23 16 - Excavation.
- 5. Subgrade undercutting shall be per Section 31 23 16 - Excavation.
- 6. Place bedding according to detail shown on drawings.
- 7. Recess inverts of crossings 6 inches or as shown on drawings.

#### B. Culvert:

- 1. Positioning:
  - a. Lift or roll culvert into position; do not drop or drag culvert over prepared bedding.
  - b. Shore culvert to required position, and retain in place until after compaction of adjacent fills.
  - c. Ensure that pipe remains in correct position and to required slope.
  - d. Cradle bottom 20 percent of pipe diameter to avoid point load.
- 2. Repair surface damage to pipe protective coating with two coats of compatible bituminous paint coating.
- 3. Install culvert end gratings.
- 4. Special care shall be taken when storing handling, and placing culverts so they are not cracked, dented, scaled, or the galvanized coating is not damaged.
- 5. Assemble crossings according to manufacturer's specifications.
- 6. Place structure according to the planned elevations and alignment.
- 7. Install butyl rubber rope on concrete box culvert joints to completely seal all joints. Wrap Exterior of joints with filter fabric.

#### C. Field Tile Outlet:

1. Field tile outlet is to be installed at a minimum of 1 percent slope to provide for positive drainage.
2. All joints between like materials shall be connected with a manufactured connector.
3. Connection between field tile and field tile outlet or other unlike materials shall be wrapped with filter fabric. Joint shall be backfilled with concrete to provide for a joint that will not leak.
4. Place cobblestone splash pad beneath tile outlet. See Section 31 31 21 – Filter Fabric and Section 31 37 00 – Riprap
5. Clean out any field tile outlets that do not require replacement and/or extension.
6. Cross culvert extension shall be connected to existing with prefabricated metal band and filter fabric for a soil tight joint.

D. Rodent Guard:

1. Rodent guards shall be placed on all tile outlets 3 inches or larger which are cutoff, replaced, or extended during construction of this project.
2. Rodent guards do not have to be installed in existing tile outlets, which are not cutoff, replaced, or extended during construction of this project.

E. Surface Outlet Tubes:

1. Surface outlet tubes may be replaced with riprap spillways based on landowner's preference. Coordinate all installations with Engineer prior to delivering materials to site.
2. Provide a minimum of 0.5 feet of fall in tube.
3. Provide a minimum of 2' cover.
4. Install prefabricated metal flared end section on inlet of tube.
5. Install cobblestone splash pad with filter fabric at the outlet of the tube.
6. Construct as shown on detail sheet of drawings, including emergency spillway.

F. Landscape areas as outlined in Section 32 91 19 - Landscape Grading and Section 32 92 19 - Seeding.

### 3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

- C. Request inspection from Engineer prior to placing aggregate cover over pipe.
- D. Compaction testing will be in accordance with MDOT Standard Requirements.
- E. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

### 3.5 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting installed construction.
- B. Protect pipe and bedding from damage or displacement until backfilling operation is in progress.
- C. Recompress fills subject to vehicular traffic at no cost to the Owner.

### 3.6 REMOVE EXISTING STRUCTURE

- A. Remove existing structure as indicated on the drawings.
- B. Removed culverts shall become property of the Contractor unless otherwise noted by the Engineer or Owner.
- C. Grade and restore area around removed culvert to match proposed contours, elevations, and cross sections.

### 3.7 CLEANOUT EXISTING STRUCTURE

- A. Remove all sediment and debris from culverts to remain in place.
- B. Spoils and debris become the property of the Contractor.

### 3.8 SALVAGING REPLACED CROSSINGS

- A. Care shall be taken when removing, storing, handling, and placing culverts so they are not damaged.
- B. Removed culverts shall become property of the Contractor unless otherwise noted by the Engineer or Owner.

### 3.9 UNSALVAGEABLE CROSSING

- A. Unsalvageable crossing become property of the Contractor and removed from the Site.
- B. Concrete from existing crossings will NOT be acceptable in lieu of riprap bank and grade protection.

END OF SECTION