

CONTRACT DOCUMENTS

WPCF AVON PUMPING STATION DEMOLITION

City of Flint
1101 South Saginaw St. Flint, MI 48502

June 2023



555 South Saginaw St. Flint, MI 48502



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SECTION 00 11 13
ADVERTISEMENT FOR BIDS

WPCF Avon Pumping Station Demolition

Sealed Bids will be received by City of Flint at the Clerk's office, 1101 South Saginaw St. Flint, MI 48502, until 11:00 A.M., Local Time, 07-25-2023, at which time and place said Bids will be opened and publicly read aloud.

Bids will be received for the following Work:

Demolition of three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. Work includes the remove of the wet well structure to 18 inches below existing grade, removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well, as well as bulkheading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade.

Contract Documents may be examined at the following locations:

1. City of Flint, Water Pollution Control Facility, G-4652 Beecher Road, Michigan, 48532
2. Wade Trim Associates, Inc., 555 South Saginaw St. Flint, MI 48502
3. Plans and spec are also available for viewing (not to be used for bidding purposes) at no cost online at: www.wadetrim.com/resources/bid-tab/
 - A. Documents downloaded from our website will bear a watermark on various signature pages and will be considered unofficial copies for bidding purposes; copies obtained from anywhere other than Wade Trim will be considered unofficial copies and will not be considered a responsible bid.

Each Proposal shall be accompanied by a bid bond, in the amount of at least **five (5)** percent of the amount bid, drawn payable to City of Flint as security for the proper execution of the Agreement.

A mandatory pre-bid conference will be held at 1:00 PM, Local Time, on 07-11-2023 at the Water Pollution Control Facility (G-4652 Beecher Rd., Flint MI 48532). It is a requirement for any prospective General Contractor bidding to attend this mandatory meeting. Representatives of the Owner and the Engineer will be present to discuss the project. Attendance is required for Bidders to be considered responsive.

City of Flint reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest.

Bids may not be withdrawn for the period of 60 days after date of receiving bids.

All inquiries shall be directed to Tiffany L. Harrison, Engineer at Phone: (810) 553-6541 or email: tharrison@wadetrim.com.

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
- B. The term "Bidder" means one who submits a Bid directly to Owner as distinct from a subbidder who submits a Bid to a Bidder.
- C. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner makes an award.
- D. The term "Owner" means City of Flint, 1101 South Saginaw St. Flint, MI 48502, a Municipal Corporation and being a party of the first part of this Contract.
- E. The term "Engineer" means Wade Trim Associates, Inc., 555 South Saginaw St. Flint, MI 48502, or a duly authorized representative.

1.02 BIDDERS QUALIFICATIONS

- A. No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the Owner in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the Owner to do so, shall furnish evidence, satisfactory to the Owner, of the Bidder's experience and familiarity with Work of the character specified, and Bidder's financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:
 - 1. Address and description of the Bidder's plant or permanent place of business.
 - 2. Bidder's performance records for all Work awarded to or started by Bidder within the past three years.
 - 3. An itemized list of the Bidder's equipment available for use on the proposed Contract.
 - 4. Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
 - 5. Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and,
 - 6. Such additional information as will satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1. Examine the Contract Documents thoroughly,
 - 2. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
 - 3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and
 - 4. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 5. Promptly notify the Engineer in writing of conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.

6. Purchase official Procurement Documents from the Engineer in order to be included on the project Plan Holder List and be considered eligible for bidding.
- B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparing the Contract Documents.
1. If such reports are not included as appendices to the Contract Documents, the Owner will make copies available to any Bidder requesting them. These reports are included for reference only and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.
 2. The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
 3. Before submitting their Bid each Bidder will, at Bidder's own expense, make such additional investigations and tests as the Bidder may deem necessary to determine Bidder's Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- C. On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of their Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.
- D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in Section 01 11 00 - Summary of Work, or on the Plans.
- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the Owner nor the Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
1. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 1.04, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by the Engineer is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

1.04 PRE-BID CONFERENCE

- A. An in-person, mandatory pre-bid conference will be held, and representatives of the Owner and the Engineer will be present to discuss the Project.
- B. Bidders are required to attend and participate in the conference to be considered responsive.
- C. Engineer will transmit to prospective Bidders a record of such Addenda as the Engineer considers necessary in response to questions arising at the meeting. Oral statements made during the meeting may not be relied upon and will not be binding or legally effective.

1.05 INTERPRETATIONS AND ADDENDA

- A. Should any prospective bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, he may submit a written request to the

Engineer for an interpretation thereof. The person submitting the request will be held responsible for its prompt delivery at least seven (7) days prior to the date for opening of Bids. Questions received less than seven (7) days prior to the date for opening of bids will not be answered. Any interpretation of inquiry will be made by Addendum duly issued to all prospective bidders.

- B. Any change in or addition to the Contract Documents deemed necessary by the Owner shall be made in the form of an Addendum issued to all prospective bidders who have taken out Contract Documents and all such Addenda shall become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

1.06 BID SECURITY

- A. Bid Security shall be made payable to the Owner, in an amount of **five (5)** percent of the Bidder's maximum Bid price and in a form as indicated in the Advertisement. Bid Bonds, if indicated as acceptable in the Advertisement, shall be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- C. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

1.07 CONTRACT TIME

- A. The number of days within which, or the date by which, the Work is to be Substantially Completed, if applicable, and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

1.08 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Specifications without consideration of possible substitute or "or-equal" items.
- B. Whenever it is indicated in the Plans or specified in the Specifications that a substitute or an "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of Agreement.
- C. In addition, in no case shall the Engineer's denial of the Contractor's application give rise to any claim for additional cost, it being understood by the Contractor that acceptance of substitute or an "or equal" item of material is at the sole discretion of the Engineer.

1.09 RECEIPT AND FORM OF BID

- A. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be accompanied by the Bid Security and other required documents.
 - 1. Bids shall be in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

2. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- B. Any Bid received after the scheduled time and place indicated in the Advertisement for Bids shall be returned unopened.
 - C. Owner invites bids on the Proposal and any other form(s) attached thereto.
 - D. The complete set of Contract Documents must be used in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
 - E. The Lump Sum bid shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contract Documents.
 - F. The Bidder shall acknowledge of receipt of all Addenda as provided for in the electronic bidding platform. Failure to acknowledge Addenda shall be cause for rejection of bid.
 - G. The Legal Status of Bidder Form contained in the Contract Documents must be submitted with each Bid and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.
 - H. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal.
 - I. A tabulation of the amounts of the base bids and any alternates will be made available after the opening of Bids.

1.10 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid and the Bid Security will be returned.
 1. Thereafter, at the sole option of the Owner, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

1.11 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids for any reason, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids.
- B. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices, will be resolved in favor of unit price.
- C. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data if requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the Owner may accept them in any order or combination.

- E. Subject to the approval of the Owner, the Contract will be awarded to the lowest responsive and responsible Bidder. Responsibility of Bidder will be determined on basis of past performance and Work of similar character, equipment and labor available to do the Work and financial status.
- F. The Contract shall be considered to have been awarded after the approval of the Owner has been duly obtained and a formal Notice of Award duly served on the successful Bidder by the Owner.
- G. If the Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award within 60 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.
- H. The Contract shall not be binding upon the Owner until the Agreement has been duly executed by the Bidder and the duly authorized officials of the Owner.

1.12 SIGNING OF AGREEMENT

- A. Within fifteen (15) days after the Owner gives a Notice of Award to the successful Bidder, the Contractor shall sign and deliver the specified number of counterparts of the Agreement to the Owner with all other Contract Documents attached.
- B. Within ten (10) days thereafter, the Owner will deliver two (2) fully signed counterparts to the Contractor. Engineer will identify, date or correct those portions of the Contract Documents not fully signed, dated or executed by the Owner and the Contractor and such identification, dating or correction shall be binding on all parties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 00 42 43
PROPOSAL**

City of Flint - Water Pollution Control Facility, G-4652 Beecher Road, Flint, Michigan 48532

Project: WPCF Avon Pumping Station Demolition

BIDDER INFORMATION

Bidder Name: _____

By (Printed Name): _____

Signature: _____

Address: _____

Phone No: _____

Email: _____

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Flint in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all Contract Documents, (consisting of Plans dated 06-23-2023 and Project Manual dated 06-23-2023) which he understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
 - A. Addendum _____ Acknowledged by: _____ Date: _____
 - B. Addendum _____ Acknowledged by: _____ Date: _____
 - C. Addendum _____ Acknowledged by: _____ Date: _____
2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
4. The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Demolition of Screw Pumps, Ancillary Equipment and Appurtenances	1	LSUM	\$ _____	\$ _____
2	Demolition, Backfill & Restoration of Wet Well	1	LSUM	\$ _____	\$ _____

Total Contract Price (Items 1 through 2) \$ _____

5. The Bidder by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. The Bidder by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. The Bidder will provide a bid bond, in the amount of at least **five (5)** percent of the amount Bid, drawn payable to City of Flint as security for the proper execution of the Agreement.
9. The Bidder by submitting a Bid agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
10. The Bidder by submitting a Bid agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
11. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.
12. Engineering and inspection costs incurred after the final completion date shall be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
13. Proposals may not be withdrawn for a period of 60 days after bid opening.
14. The following documents are made a condition of this Proposal:
 - A. Required Bid Security
 - B. Legal Status of Bidder
 - C. Non-Collusion Affidavit

**SECTION 00 43 13
BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, hereinafter called the Principal, a corporation duly organized under the laws of the State of _____, and duly authorized to transact business in the state of Michigan, as Surety, _____, hereinafter called the Surety, are held and firmly bound unto the Owner, hereinafter called Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for WPCF Avon Pumping Station Demolition.

NOW, THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not-to-exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20__.

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 00 43 45
LEGAL STATUS OF BIDDER

(The Bidder shall check the appropriate box and complete the information requested therein)

A corporation, duly authorized and doing business under the laws of the State of Michigan, for whom _____ whose signature is affixed to this Bid, is duly authorized to execute contracts.

A limited liability company, duly authorized and doing business under the laws of the State of Michigan, for whom _____, whose signature is affixed to this Bid, is duly authorized to execute contracts.

A partnership, all partners with their addresses are:

_____	_____
_____	_____
_____	_____
_____	_____

An individual, whose signature is affixed to this Bid.

_____	_____
-------	-------

SECTION 00 45 13
STATEMENT OF BIDDER'S QUALIFICATIONS

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby designates the following business address to which all notices, directions or other communications may be served or mailed:

Street: _____ City: _____

State: _____ Zip Code: _____

The undersigned hereby declares their legal status as checked below:

- SOLE PROPRIETOR
- SOLE PROPRIETOR DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____,

CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____.

The Corporation is:

- authorized to conduct business in the State of _____
- not now authorized to conduct business in the State of _____
- possess all required licenses for the work being bid
- limited liability corporation

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Signed this _____ day of _____, 20____

By: _____

Printed Name: _____

Title: _____

**SECTION 00 45 19
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____)

) ss:

County of _____)

_____, being first duly sworn, deposes and says that:

1. He/She is the of _____ (Position) of _____ (Firm) the Bidder that has submitted the attached Bid;
2. He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the Bidder nor any of its officers, partners, members, managers, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, entity or person to submit a collusive or sham bid in connection with the Contract Documents for which the attached Bid has been submitted or to refrain from bidding in connection with the Contract Documents or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, entity or person to fix the price or prices in the attached Bid or that of any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Flint, or any person or other entity interested in the proposed Contract Documents; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties having interest, including this affiant.

Name of Bidder: _____

Signed By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ Notary Public

_____ County, Michigan

Acting in the County of: _____

My Commission Expires: _____

Notary Seal

**SECTION 00 51 00
NOTICE OF AWARD**

Attention: _____

Date: _____

Project: WPCF Avon Pumping Station Demolition

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the _____ (Owner) during a _____ Meeting held on _____, _____, 20____ has directed the acceptance of your Bid for the above referenced Project in the amount of _____ Dollars (\$_____).

This Project consists of: Demolition of three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. Work includes the remove of the wet well structure to 18 inches below existing grade, removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well, as well as bulkheading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade, as delineated in your Bid submitted to City of Flint on 07-20-2023.

Please comply with the following conditions within 15 days of the date of this Notice of Award; that is by _____, 20_____.

It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

In accordance with paragraph 2.05 of the General Conditions, please submit to Engineer the required schedules prior to the scheduling of a Pre-Construction Meeting.

Owner: _____

Authorized Signature: _____

Copy to Wade Trim, Inc.

**SECTION 00 52 00
AGREEMENT**

This Agreement, made and entered into this _____ day of _____ in the year 20____, by and between City of Flint hereinafter called Owner, and _____ hereinafter called Contractor, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

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

Demolition of three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. Work includes the remove of the wet well structure to 18 inches below existing grade, removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well, as well as bulkheading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade.

The Work will be substantially completed within **30 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of Section 00 72 00, and completed and ready for final payment in accordance with paragraph 14.11 of Section 00 72 00 within **45 calendar days** after the date when the Contract Time commences to run.

Engineering and inspection costs incurred after the specified final completion date shall be paid by the Contractor to the Owner prior to final payment authorization.

1. Charges shall be made at such times and in such amounts as the Engineer shall invoice the Owner, provided however said charges shall be in accordance with the Engineer's current rate schedule at the time the costs are incurred.
2. The costs of the Engineer incurred after the specified final completion date shall be deducted from the Contractor's progress payments.

Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not Substantially Complete within the time specified in paragraph 1.03.A above, plus any extensions thereof allowed in accordance with Article 12 of Section 00 72 00. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as penalty) the Contractor shall pay the Owner **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in paragraph 1.03.A above for Substantial Completion until the Work is Substantially Complete.

1. Liquidated damages charged shall be deducted from the Contractor's progress payment.

Owner shall pay Contractor as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

1. The person representing the Contractor who will submit written requests for progress payments shall be: _____
2. The person representing the Owner to whom requests for progress payments are to be submitted shall be: Tiffany Harrison, PE - Wade Trim, Inc..
3. Contractor's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of Section 00 72 00. Applications for Payment will be processed as provided in Section 00 72 00.

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

1. Contractor has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications, and which have been identified in the Supplementary Conditions.
3. Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 1.06.A.2 above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.

The Contract Documents which comprise the entire Contract between the Owner and the Contractor are attached to this Agreement, made a part hereof and consists of the following:

1. Procurement Requirements (including the Advertisement for Bids, Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).
2. This Agreement
3. Performance and other Bonds
4. Notice of Award
5. Notice to Proceed (if issued)
6. Conditions of the Contract (including Section 00 72 00 and Section 00 73 00 - Supplementary Conditions, if any)
7. Specifications contained within Division 01 through 49 of the Project Manual dated June 2023.
8. Plans consisting of sheets each sheet bearing the following general title: WPCF Avon Pumping Station Demolition and dated June 2023.
9. Addenda numbers _____ to _____, inclusive
10. Documentation submitted by the Contractor prior to Notice of Award
11. Any Modification, including Change Orders, duly delivered after execution of Agreement.

Terms used in this Agreement which are defined in Article 1 of Section 00 72 00 shall have the meanings indicated in Section 00 72 00.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are 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.

Owner and Contractor each binds them self, partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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 the Owner and the 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in three counterparts. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on _____, 20____.

Owner: City of Flint

By: _____

Authorized Signature: _____

Attest: _____

Address for giving notices:

Contractor: _____

By: _____

Authorized Signature: _____

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

**SECTION 00 55 00
NOTICE TO PROCEED**

To: _____

Date: _____, 20____

Attention: _____

Project: WPCF Avon Pumping Station Demolition

Please note that the Contract Time under the above Contract will commence to run on _____, 20____. Within ten (10) days of this date you are to start performing the Work. The dates of Substantial Completion and Final Completion are set forth in the Agreement: they are _____, and _____, respectively.

In accordance with paragraph 2.05 of the General Conditions, please submit to the Engineer the required schedules prior to the scheduling of a Pre-Construction Meeting.

Also, in accordance with paragraph 2.05 of the General Conditions, please request a Pre-Construction Meeting from the Engineer prior to delivery of any materials or start of any construction. A minimum of three (3) full working days' notice is required to set up the Pre-Construction Meeting. Also, please notify the Engineer three (3) full working days in advance of any staking requirements or other activity on the Project.

Work at the site must be started by _____, 20____.

Owner: _____

Authorized Signature: _____

Copy to Wade Trim, Inc.

**SECTION 00 60 00
PROJECT FORMS**

PART 1 GENERAL

1.01 AVAILABLE FORMS

- A. The following Project Forms are available for use by Owner, Contractor and/or Engineer for this project and are located in **Exhibit 1** of the Contract Documents:
1. Certificate of Substantial Completion
 2. Change Proposal
 3. Construction Change Requisition / Work Change Directive
 4. Field Order
 5. Non-Compliance Notice / Order to Remove Defective Work
 6. Open Items List
 7. Punch List Items
 8. Request for Final Inspection
 9. Request for Information
 10. Substitution Request Form
 11. Warranty Data Sheet

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 00 61 12
PERFORMANCE BOND**

Bond No. _____

KNOW ALL BY THESE PRESENT, That we, _____, a corporation organized and existing under the laws of the State of, and duly authorized to transact business in the State of Michigan, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, hereinafter called "Surety", are held and firmly bound unto _____, as Obligee, and hereinafter called "Obligee," in the just and full sum of _____ Dollars (\$ _____) lawful money of the United States of America, to be paid to the said Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Obligee, dated the day of _____, 20____, for _____

_____.

Herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and his (their or its) obligations thereunder, including the Contract Documents therein referred to and made a part thereof, and such alteration as may be made in such contract or Contract Documents, as herein or therein provided for, then this obligation shall be void; otherwise, this bond and obligation shall be and remain in full force and effect.

Signed and sealed this day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____

_____ (Principal)

_____ (Title)

By: _____

Witness for Surety: _____

_____ (Surety)

_____ (Title)

By: _____

_____ (Attorney-in-Fact)

Seal

Address of Surety: _____

Telephone: _____

SECTION 00 61 13
LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENT, That we, _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Owner State, as Surety, hereinafter called "Surety", are held and firmly bound unto _____, as Oblige, and hereinafter called "Obligee," in the just and full sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to the said Oblige, to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Oblige, dated the day of _____, 20_____, for _____

which contract is herein referred to and made part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of the said Oblige, pursuant to which said contract was entered into, that these presents should be executed.

AND WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, including all notices, time limitation provisions and other requirements set forth therein, which are incorporated herein by reference.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

NOW, THEREFORE, the condition of this obligation is such that if all claimants as defined in Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, are timely paid for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____

_____ (Principal)

_____ (Title)

By: _____

Witness for Surety: _____

_____ (Surety)

_____ (Title)

By: _____

_____ (Attorney-in-Fact)

Seal

Address of Surety: _____

Telephone: _____

**SECTION 00 61 19
MAINTENANCE AND GUARANTEE BOND**

Bond No. _____

KNOW ALL BY THESE PRESENT, That we, _____, a corporation organized and existing under the laws of the State of, and duly authorized to transact business in the State of Michigan, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Owner State, as Surety, hereinafter called "Surety", are held and firmly bound unto _____, as Obligee, and hereinafter called "Obligee," in the just and full sum of _____ Dollars (\$ _____) lawful money of the United States of America, to be paid to the said Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Obligee, dated the day of _____, 20____, for _____

Herein referred to and made part hereof as fully and to the same extent as if the same were entirely written herein, and

NOW THEREFORE, the condition of this obligation is that under the Contract Documents, Contractor has agreed with Owner that for a period of one (1) year from the date of payment of the Final Estimate, Contractor shall keep in good order and repair any defect in the Work, either by Contractor or its Subcontractors that may develop or be discovered during said one (1) year period due to improper materials, defective equipment, workmanship, or arrangements and any other work affected in making good such imperfections. Contractor also agreed to promptly make such repairs as directed by Owner for replacement of the Work, without cost to Owner, except for such parts of the Work as may have been disturbed without the consent of Contractor after the final acceptance of the Work, whenever directed so to do by notice from Owner. If Contractor fails to make such repair within one (1) week from the date of receipt of such notice, then Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose and to undertake, to and make such repairs and charge the cost thereof to Contractor and receive payment for the same promptly from the Contractor or Surety.

If any repair is necessary to be immediately made to protect persons or property then, and in such event, Owner may, but shall not be required to, take immediate steps to repair such defects without notice to Contractor. In such event, Owner shall not be required to obtain the lowest bid for the performance of the Work or any part thereof, and all sums actually paid therefore shall be charged to the Contractor or Surety. In this regard, the judgment of Owner shall be final and conclusive. Contractor shall, for a period of one (1) year from the date of payment of the Final Estimate, keep the Work in good order and repair, except for such parts of the Work which may have been disturbed without the consent of Contractor after the final acceptance of the Work. Contractor shall further, whenever notice is given as hereinbefore specified, promptly proceed to make the repair as in said notice directed or reimburse Owner for any cost incurred by Owner in making such repairs.

If Contractor or Surety shall fail to do as hereinbefore specified, they shall jointly and severally indemnify, defend, and hold harmless Owner from and against all and any losses, costs, suits, and actions for damages of every kind and description brought or claimed against Owner for or on account of any injury or damage to persons or property received or sustained by any party or parties by or from any of the acts of omissions or through the negligence of Contractor, its Subcontractors, Suppliers, servants, agents, or employees in connection with the Work and then from any and all claims arising under the Workmen's Compensation Act of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Maintenance and Guarantee Bond to be executed by their respective authorized officers this _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____

(Principal)
(Title)

By: _____

Witness for Surety: _____

(Surety)
(Title)

By: _____

(Attorney-in-Fact) Seal

Address of Surety: _____

Telephone: _____

**SECTION 00 62 75
ENGINEER'S CERTIFICATE FOR PAYMENT**

Job Number: _____ Certificate Number: _____ Date: _____
Owner: _____ Contractor: _____
Project: _____
Contract Date: _____
Substantial Completion: _____ Extended To: _____
Final Completion: _____ Extended To: _____

Original Contract Price: _____	Total Earned To Date: _____
Adjustments to Quantities: _____	Retention: _____
Extras: _____	Deductions: _____
Total Change Orders: _____	Total Withheld: _____
Amended Contract Price: _____	Total Net Due: _____
Less Total Net Due: _____	Less Previous Certificates: _____
Balance on Contract: _____	Balance Due this Certificate: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the data comprising the above application, the Engineer to the best of Engineer's knowledge, information, and belief and subject to the limitations stated in the Contract Documents certifies to the Owner that: (1) Work has progressed to the point indicated, (2) that the quality of the Work is in accordance with the Contract Documents, and (3) Contractor is entitled to payment of the Total Balance Due This Certificate.

Certified By: _____ Date: _____

**SECTION 00 62 76
CONTRACTOR'S APPLICATION FOR PAYMENT**

Job Number: _____ Application No: _____ Date: _____

Owner: _____ Contractor: _____

Project: _____

Contract Date: _____

Period of this Application: _____ to _____

Total Earned To Date: _____ Less Total Earned to Due: _____

Previous Certificate: _____ Total Earned this Application: _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shows herein is now due.

By: _____ Title: _____

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Owner or its agents, and the Engineer or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the Owner and in the Change Orders for Work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

By: _____ Title: _____

**SECTION 00 62 77
PAYMENT SCHEDULE**

Application No.: _____ Date: _____ Period: _____

Item of Work	Unit	Original Estimated Quantity	Unit Price	Period Quantity	Period Amount	Total Quantity to Date	Total Amount to Date

SECTION 00 63 70 CHANGE PROPOSAL FORM

Project: _____ Date: _____

Contractor: _____

Owner: _____

This Change Proposal is submitted in accordance with Paragraph 10.06 of Section 00 72 00. If this Change Proposal is accepted, either in whole or in part, a Change Order will be issued to modify the Contract Documents accordingly.

Detailed Description of Proposed Change	
Attachments (List documents attached supporting requested change)	
Change in Contract Price	Change in Contract Time
Original Contract Price: \$ _____	Original Contract Time: Substantial Completion: _____ Final Completion: _____
Increase or Decrease from previously approved Change Order(s): \$ _____	Increase or Decrease from previously approved Change Order(s): Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Proposal: \$ _____	Contract Time prior to this Change Proposal: Substantial Completion: _____ Final Completion: _____
Increase of this Change Proposal: \$ _____	Increase of this Change Proposal: Substantial Completion: _____ Final Completion (days): _____
Contract Price incorporating this Change Proposal: \$ _____	Contract Time incorporating this Change Proposal: Substantial Completion: _____ Final Completion: _____
Engineer's Decision on Change Proposal	

Engineer

By: _____

Date: _____

Owner

By: _____

Date: _____

Contractor

By: _____

Date: _____

SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: WPCF Avon Pumping Station Demolition

Owner: City of Flint

Contractor: _____

Contract Date: _____ Project No.: _____

Date of Issuance: _____

Project or Designated Portion Shall Include: _____

The Work performed under this Contract has been reviewed and found to be Substantially Complete. The _____, which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below, the date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work or designated portion thereof, is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Owner shall have 45 days after receipt of this certificate during which he may make written objection to Engineer and Contractor as to any provisions of the certificate or attached list. Such objection may be cause for this Certificate of Substantial Completion to be null and void.

Engineer: _____

By: _____

Date: _____

Contractor has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (Contractor) (Subcontractor) or as _____ of the (Contractor) (Subcontractor) for the purpose of representing to the Owner or lessee of the described on the reverse side premises and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on the reverse side and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

Warning to Owner: Owner or Lessee of the property described herein may not rely on this Sworn Statement to avoid claim of a subcontractor, supplier or laborer who has provided a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act to the Designee or to the Owner or Lessee if the Designee is not named or has died.

Warning to Deponent: A person, who with intent to defraud, gives a false Sworn Statement, is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

_____ day of _____, 20_____.

Notary Public: _____

_____ County, Michigan

My Commission Expires: _____

INSTRUCTIONS

A Sworn Statement in the preceding form must be provided before any Contractor or Subcontractor can file a Complaint, Cross-Claim, or Counter-Claim to enforce a construction lien.

An Owner or lessee may withhold payment to a Contractor or Subcontractor who has not provided a Sworn Statement. Owner or lessee may withhold from a Contractor or Subcontractor who has provided a Sworn Statement the amount sufficient to pay all sums shown on the statement as owing Subcontractors, Suppliers, and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to the Construction Lien Act of 1980.

Owner or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the Owner or lessee with a Notice of Furnishing pursuant to the Construction Lien Act of 1980.

If the contract provides for payments by the Owner to the Contractor, if any, in the normal course of construction, but the Owner elects to pay lien claimants directly, the first time the Owner elects to make payment directly to a lien claimant he or she shall provide at least 5 business days' notice to the Contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the Owner first returns to the practice of paying all sums to the Contractor.

SECTION 00 65 21
PREVAILING FEDERAL WAGE RATE - DAVIS BACON ACT

SUMMARY

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site.

In case there is an omission of any trade from the list of wage and fringe benefit rates to be paid to each class of mechanic by the Contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed.

A finding by the U.S. Department of Labor's Wage and Hour Division that the Contractor or subcontractor is in violation of the requirements of the contract shall be final.

"General Decision Number: MI20230075 02/17/2023

Superseded General Decision Number: MI20220075

State: Michigan

Construction Type: Heavy

County: Wayne County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	02/17/2023

BOIL0169-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 35.95	34.52

 CARP0687-008 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 35.16	29.22
PILEDRIVERMAN.....	\$ 34.20	28.82

 ELEC0017-003 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION: Linemen/Cable Splicer.....	\$ 54.09	7.20+29%

 ELEC0058-007 06/28/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 48.52	26.11

 ENGI0325-019 09/01/2022

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 39.38	24.85
GROUP 2.....	\$ 34.65	24.85
GROUP 3.....	\$ 33.92	24.85
GROUP 4.....	\$ 33.35	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-008 06/01/2022

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 46.44	24.95
GROUP 2.....	\$ 44.94	24.95
GROUP 3.....	\$ 43.44	24.95
GROUP 4.....	\$ 43.14	24.95
GROUP 5.....	\$ 42.32	24.95
GROUP 6.....	\$ 41.46	24.95
GROUP 7.....	\$ 40.49	24.95
GROUP 8.....	\$ 38.78	24.95
GROUP 9.....	\$ 30.44	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

IRON0025-006 06/01/2022

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 31.43	34.77
Structural.....	\$ 34.50	38.44

LAB00334-009 06/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 23.82	7.60
GROUP 2.....	\$ 21.60	7.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

* LAB00334-021 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 23.87	16.95
(2) Mason Tender- Cement/Concrete.....	\$ 23.98	16.95
(4) Grade Checker.....	\$ 24.11	16.95
(5) Pipelayer.....	\$ 24.17	16.95
(7) Landscape.....	\$ 16.79	16.80

LAB01191-004 06/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Laborers:		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	\$ 29.75	16.95

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0067-002 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLUM0098-005 06/01/2019

	Rates	Fringes
PLUMBER.....	\$ 35.77	35.13

PLUM0636-002 06/05/2017

	Rates	Fringes
PIPEFITTER.....	\$ 40.41	29.35

TEAM0007-006 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 27.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-073 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**SECTION 00 72 00
GENERAL CONDITIONS**

ARTICLE 1 DEFINITIONS

1.01 DEFINED TERMS

- A. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. Addenda -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.
 2. Agreement -- The written Agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 3. Application and Certificate for Payment -- The form included in the Contract Documents which is to be used by Contractor in requesting progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Bid -- The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.
 5. Bidding Requirements -- The Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Legal Status of Bidder, Bid Bond, and any other documents identified in the Proposal, to be submitted with the Bid.
 6. Bonds -- Bid, Performance and Payment bonds and other instruments of security.
 7. Change Order -- A written order to Contractor, reviewed by Engineer and signed by Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time. The Contract Price and Contract Time may be changed only by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including that the Change Order constitutes a final adjustment in the Contract Price or Contract Time for all issues addressed or described in the Change Order.
 8. 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; 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.
 9. Claims --
 - 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; 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.
 - 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.

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
10. Constituents of Concern -- Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 11. Contract -- The entire and integrated written contract between Owner and Contractor concerning the Work.
 12. Contract Documents -- Those items so designated in the Agreement, and which together comprise the Contract.
 13. Contract Price -- The monies or other considerations payable by Owner to Contractor for completion of acceptable Work in accordance with the Contract Documents as stated in the Agreement.
 14. Contract Time -- The number of days or the date stated in the Agreement:
 - a. to achieve Substantial Completion of all or any specified portions of the Work, and;
 - b. to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.11.
 15. Contractor -- The person, firm or corporation with whom Owner has entered into the Agreement.
 16. 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 in paragraph 12.01.
 17. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
 18. Defective -- An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
 19. Drawings -- See Plans.
 20. Effective Date of Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 21. Electronic Document -- Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 22. Electronic Means -- Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow:
 - a. the transmission or communication of Electronic Documents;
 - b. the documentation of transmissions, including sending and receipt;
 - c. printing of the transmitted Electronic Document by the recipient;
 - d. the storage and archiving of the Electronic Document by sender and recipient; and

- e. the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. Engineer -- The person, firm, or corporation identified in the Supplementary Instructions to Bidders hired by Owner to prepare Plans and Specifications for the Project and to assist Owner in interpreting Plans and Specifications during the performance of the Work. Engineer's authority and responsibility are set forth in the Contract between Owner and Engineer. Contractor acknowledges and agrees that Engineer's obligations and duties under Engineer's contract with Owner are obligations and duties to Owner only, and Engineer has no independent obligation to Contractor of any kind, including but not limited to providing services, or to take any action or to refrain from taking action on behalf of Contractor or any Subcontractor, Sub-Subcontractor or Supplier.
 24. Field Order -- A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 9.04 and paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Time.
 25. Hazardous Environmental Conditions -- 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.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
 26. Laws and Regulations; Laws or Regulations -- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
 27. Lump Sum -- Construction Work where Owner pays a single stipulate price (Lump Sum) for the entire scope of Work; plus or minus alternates and/or allowances. However, unit prices may be required for individual items of Work for the purposes of changes, additions, or deletions.
 28. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.
 29. Notice of Award -- The written notice by Owner to the apparent successful Bidder stating that, upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
 30. Notice to Proceed -- A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents.
 31. Owner -- The public body or authority, corporation, limited liability company, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided and as identified in the Supplementary Instructions to Bidders.

32. Partial Utilization -- Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. Plans -- The part of the Contract Documents which graphically show the extent, character and Scope of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer or Owner; sometimes also referred to as Drawings.
34. Progress Schedule -- A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. Project -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
36. Project Manual -- The volume assembled for the Project which may include, among other parts, Procurement Requirements, Contracting Requirements and Specifications.
37. Proposal -- The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
38. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 as amended.
39. Resident Project Representative -- The authorized representative of Engineer who may be assigned to the Site or any part thereof.
40. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
41. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required Submittals and the time requirements for Engineer's review of the Submittals.
42. 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.
43. Shop Drawings -- All drawings, diagrams, illustrations, schedules and other data or information required by the Contract Documents which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate material or equipment for some portion of the Work.
44. 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 or areas furnished by Owner which are designated for the use of Contractor.
45. Specifications -- That part of the Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 - a. Project Specifications are those portions of the Contract Documents which have been prepared specifically for this Project and which are identified by the job number in the lower right-hand corner of each page.
 - b. Standard Specifications are Specification sections that are the same from Project to Project as of the revision date shown in the lower left-hand corner of the page.
 - c. Standard Specification Section Revisions -- Section 00 9120 of the Specifications which amends or supplements the Standard Specification Sections.
46. Subcontractor -- An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

47. Submittal -- A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
48. Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.11. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
49. Supplementary Conditions -- The part of the Contract Documents which amends or supplements these General Conditions.
50. Supplementary Instructions to Bidders -- The part of the Contract Documents which amends or supplements the Instructions to Bidders.
51. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor, or with any Subcontractor, or with Owner, to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
52. Unit Price -- Construction Work where Owner pays a fixed sum (Unit Price) per each completed unit of Work. Units are listed on the Proposal Form.
53. Utilities -- Underground or above ground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any structures or encasements containing such facilities, which have been installed to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, water or other liquids or chemicals.
54. Work -- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
55. Work Change Directive -- A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and reviewed by Engineer, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.03 or to emergencies under paragraph 6.18. A Work Change Directive will not change the Contract Price or Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.01.

1.02 TERMINOLOGY

- A. The following words, terms, or phrases are not defined but, when used in the Contract Documents, have the following meaning:
1. Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved” or terms of like effect or import are used; or the adjectives “reasonable,” “suitable,” “acceptable,” “proper” or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the technical requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.
 2. 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.
 3. 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.
 4. 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.
 5. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases which 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 INSURANCE

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds and Insurance Certificates and other evidence of Insurance requested as Contractor may be required to furnish in accordance with Article 5. No Work at the site may begin or progress payments made to Contractor until all Bonds and Insurance Certificates in the form and substance required in Article 5 have been submitted and approved by Owner.

2.02 COPIES OF DOCUMENTS

- A. Owner shall furnish to Contractor up to five (5) copies of the Contract Documents (including at least one fully signed counterpart of the Agreement) as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.03 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

- A. Time is of the essence in the performance of the Work. The Contract Time will commence to run on the 30th day after the effective date of the Agreement, 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 Agreement. In no event will the Contract Time

commence to run later than the 30th day after the effective date of the Agreement. Time limits stated in the Contract Documents are of the essence of the Agreement.

2.04 STARTING THE PROJECT

- A. Contractor shall start to perform the Work within 10 days of when the Contract Time commences to run, but no Work shall be done at the Site prior to the date on which the Contract Time commences to run. Contractor shall notify Engineer at least 3 working days in advance of the time he intends to start Work.

2.05 PRECONSTRUCTION MEETING

- A. Within 10 days of the Effective Date of the Agreement and prior to the delivery of materials or the start of any construction, Contractor shall request a Preconstruction Meeting from Engineer. A minimum of 3 full working days' notice shall be required.
- B. Prior to the scheduling of the Preconstruction Meeting, Contractor shall submit to Engineer for review:
 - 1. A preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. A preliminary Schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing such Submittal;
 - 3. An estimated monthly payment schedule, and a preliminary Schedule of Values for all of the Work.
- C. The Preconstruction Meeting will be held for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other Submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.06 ELECTRONIC TRANSMITTALS

- A. Except as otherwise stated elsewhere in the Contract, Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3 CONTRACT DOCUMENTS INTENT AND REUSE

3.01 INTENT

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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; or
 - 3. any obligation on the part of Engineer to Contractor.

3.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, or Laws or Regulations in effect at the time of opening of Bids or, on the effective date of the Agreement if there were no Bids, except as may be otherwise specifically stated in the Contract Documents.
- 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. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed whether or not it is specifically called for.
- C. No provision of any standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Engineer or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10 or any other provision of the Contract Documents.

3.03 REPORTING AND RESOLVING DISCREPANCIES

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor has a duty to and shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor should reasonably have discovered and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- B. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall report it to Engineer in writing at once, and, Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.18) until receiving written instruction or clarification from Engineer or Owner. However, Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity or discrepancy unless Contractor knew or reasonably should have known thereof.

- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement issued by one of the methods indicated in paragraph 3.05, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and;
 - 1. the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - 2. 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 CONTRACT DOCUMENTS

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer in writing 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.
- 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 notify Owner and Contractor in writing 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 paragraph 11.01.

3.05 ORDER OF PRECEDENCE

- A. In resolving conflicts, errors or discrepancies between Plans and Specifications,
 - 1. figured dimensions shall govern over scaled dimensions;
 - 2. Plans shall govern over Standard Specifications;
 - 3. and Project Specifications shall govern over Standard Specifications and Plans.

3.06 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- A. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 1. a Field Order (pursuant to paragraph 9.05), or,
 - 2. a Change Order (pursuant to paragraph 10.01.A.1), or
 - 3. a Work Change Directive Order (pursuant to paragraph 10.01.A.2)
- B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - 1. a Field Order (pursuant to paragraph 9.05),
 - 2. Engineer's review of a Shop Drawing or Sample (pursuant to paragraph 6.21), or

3. Engineer's written interpretation or clarification (pursuant to paragraph 9.04).

3.07 REUSE OF DOCUMENTS

- A. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, distributor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner:
 1. shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and
 2. they shall not reuse any of such Plans, Specification, other documents or copies on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

3.08 ELECTRONIC DATA

- A. Except as otherwise stated elsewhere in the Contract Documents, 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. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS

- A. Owner shall furnish, as indicated in the Contract Documents and not later than the established date for beginning Work on the Contract, the lands upon which the Work is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of Contractor. Owner shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless otherwise provided in the Contract Documents.

4.02 SUBSURFACE AND PHYSICAL CONDITIONS; INVESTIGATIONS AND REPORTS

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which have been reviewed in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- B. The locations of utilities or other physical conditions relating to existing surface or subsurface structures at or contiguous to the Site as shown on the Plans are taken from drawings from sources believed to be reliable. Neither Owner nor Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
- C. Contractor shall draw its own conclusions as to the general accuracy of the "technical data" contained in such reports and drawings, and confirms such reports and drawings are not

Contract Documents. Contractor may not rely upon or make any Claim against Owner, Engineer or any of Engineer's Consultants 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 data, interpretations, opinions or information.
- D. The cost of all the following will be included in the Contract Price and Contractor shall have full responsibility for:
1. reviewing and checking all such information and data,
 2. locating all Utilities during construction,
 3. coordination of the Work with the owners of such Utilities, and
 4. the safety and protection of all such Utilities as provided in paragraph 6.15 and repairing any damage thereto resulting from the Work.

4.03 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor discovers one or both of the following physical conditions of surface or subsurface at the Project or improvement Site, before disturbing the physical condition, Contractor shall immediately notify Owner and Engineer of the physical condition; and follow up within 48 hours in writing:
1. A subsurface or a physical condition at the Site differing materially from those indicated in the Contract Documents, or
 2. An unknown physical condition at the Site of a nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the improvement project.
- 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 4.03.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding 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 4.03.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 12.03; 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 pursuant to paragraph 10.05.
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 4.03.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 or Work Change Directive.
 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 Owner's written statement to Contractor regarding the subsurface or physical condition in question.

4.04 UTILITIES

- A. Contractor's Responsibilities. The information and data shown or indicated in the Contract Documents with respect to existing Utilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Utilities, including Owner, or by others.
 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 Utilities at the Site;
 - b. locating all Utilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Utilities, during construction; and
 - d. the safety and protection of all existing Utilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor. If Contractor believes that an Utilities 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 6.18), 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:
1. promptly review the Utilities and conclude whether such Utilities was not shown or indicated in the Contract Documents,
 2. or was not shown or indicated with reasonable accuracy;
 3. obtain any pertinent cost or schedule information from Contractor;
 4. prepare recommendations to Owner regarding Contractor's resumption of Work in connection with the Utilities in question;
 5. 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 Utilities;
 6. and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- D. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- E. Owner's Statement to Contractor Regarding Utilities. 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 Utilities 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.
- F. 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 Utilities 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 Utilities 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 12.03;
 - 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 4.04.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 Owner's written statement to Contractor regarding the Underground Facility in question.

4.05 REFERENCE POINTS

- A. Owner shall provide engineering surveys for construction to establish property corners, monuments, bench marks and similar reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for the preservation of established reference points and shall make no changes or relocations without

the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Reference points destroyed by negligence of Contractor will be replaced by Owner at the expense of Contractor. Construction Staking will be furnished by Owner as provided in Division 01 of the Specifications.

4.06 CONSTITUENTS OF CONCERN

- A. Owner shall be responsible for any Constituents of Concern uncovered or revealed at the Site which was not shown or indicated in Plans or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible.
- B. Upon discovering any such material, Contractor shall immediately:
 - 1. stop all Work in connection with such Hazardous Environmental Condition and in any area affected thereby (except in emergency as required by paragraph 6.18), and
 - 2. notify Owner and Engineer (and 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 Hazardous Environmental Condition or take corrective action, if any.
- C. Contractor shall not be required to resume Work in connection with such Hazardous Environmental Condition or in any such affected areas until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice:
 - 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.
- D. If Owner and Contractor cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Terms as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a Claim therefor as provided in paragraph 11.01.
- E. If after receipt of such special 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 such portion of the Work that is in connection with such condition, or in such affected area, to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 11.01. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with paragraph 7.01.
- F. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from such condition per this paragraph 4.06, provided that:
 - 1. 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, and
 - 2. nothing in this paragraph 4.06 shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- G. The provisions of paragraph 4.03 are not intended to apply to the presence of Constituents of Concern or Hazardous Environmental Conditions uncovered or revealed at the Site.

ARTICLE 5 BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS

- A. Contractor shall furnish performance and payment Bonds, on the form included in the Contract Documents, 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 Documents. These Bonds shall remain in effect at least until 1 year after the date when final payment becomes due, except as otherwise provided by Laws and Regulations or as specified in the Contract Documents or Bond. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions.
- B. All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as
 - 1. are licensed to conduct business in the state where the Project is located, and
 - 2. are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch.
- C. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If Surety on any Bond furnished by Contractor is declared as bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of clauses (1) and (2) of paragraph 5.01, Contractor shall within 5 days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

5.02 LICENSED INSURERS AND SURETIES

- A. Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

5.03 INSURANCE

- A. Contractor shall purchase and maintain during the term of the Project such insurance as will protect him, Owner(s) and Engineer(s) from Claims arising out of the Work described in this Contract and performed by Contractor, Subcontractor(s) or Sub subcontractor(s) consisting of:
 - 1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which Work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which Work on this Project is performed are acceptable.
 - 2. An occurrence form Commercial General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, plus appropriate endorsements to protect Owner and Engineer against Claims, demands, and lawsuits from employees of Contractor and Subcontractors, including the following exposures:
 - a. All premises and operations.
 - b. Explosion, collapse and underground damage.

- c. Contractor's Protective coverage for independent contractors or Subcontractors employed by him.
 - d. Broad form blanket, contractual liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the General Conditions or Supplementary Conditions of this Contract.
 - e. Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - f. Products and Completed Operations coverage. Coverage shall extend through the Contract guarantee period.
 - g. Broad form property damage.
 - h. Cross liability endorsement.
 - i. For design professional additional insureds, ISO Endorsement CG 20 32 04 13, "Additional Insured-Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
3. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. Comprehensive General Liability and the Comprehensive Auto Liability shall be written by the same insurance carrier, though not necessarily in one policy.
 4. Contractor shall purchase for Owner an Owner's Protective Liability 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, the Subcontractor(s) or the Sub subcontractor(s) under this Contract.
 5. When a limit of liability is identified in the Supplementary Conditions, Contractor shall purchase a Builder's Risk Installation Floater in a form acceptable to Owner covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insureds,
 - a. Contractor,
 - b. all Subcontractors,
 - c. all Sub subcontractors,
 - d. Owner, and Engineer(s) or Architect(s), as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the Site, stored elsewhere, or in transit at the risk of the insured(s).
 - e. Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, flood and earthquake, with removal of passive design error exclusion. Except as may otherwise be required by Owner, Contractor may arrange for such deductibles as Contractor deems to be within Contractor's ability to self-assume, but Contractor will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with Owner and Contractor and paid to Owner and Contractor as Trustee for the other insureds.
 6. Umbrella or Excess Liability:
 - a. Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to Contractor's General Liability and Automobile Liability Insurance and shall be written on an occurrence basis.

7. Railroad Protective Liability:
 - a. Where any of the Work is within a railroad right-of-way or where a limit of liability is identified in the Supplementary Conditions, Contractor will provide coverage in the name of each railroad company having jurisdiction over rights of way across which Work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Section 00 73 00 - Supplementary Conditions for limits and coverage requested.
 8. Contractor's Professional Liability Insurance:
 - a. 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 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.
- B. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth below:
1. Owner shall assume responsibility for such boiler and machinery insurance as may be required or considered to be necessary by Owner in the course of construction, testing or after completion.
 - a. Owner shall assume responsibility for such insurance as will protect Owner against any loss of use of Owner's property due to those perils insured pursuant to paragraph 1 above.

5.04 LIMITS OF LIABILITY

- A. The required limits of liability for insurance coverages required in paragraphs 5.03 shall be not less than those specified in Section 00 73 00 - Supplementary Conditions .

5.05 NOTICE OF CANCELLATION OR INTENT NOT TO RENEW

- A. Policies will be endorsed to provide that at least 30 days written notice shall be given to Owner and to Engineer of cancellation, intent not to renew, or material modification of the coverage.

5.06 EVIDENCE OF COVERAGE

- A. Prior to commencement of the Work, Contractor shall furnish to Owner and Engineer, Certificates of Insurance in force on current Accord® Certificate of Insurance form. Other forms of Certificate are acceptable only if;
1. they include all of the items prescribed in the current Accord® Certificate of Insurance form, including agreement to cancellation provisions outlined in paragraph 5.05 above; and
 2. they have approval of Owner and Engineer.
- B. Prior to the commencement of the Work, Contractor shall furnish to Owner complete "originally signed" copies of the Owner's Protective Liability Policy. The number of copies shall be the same as the number of counterparts of the Agreement. Owner reserves the right to request complete copies of other policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

5.07 QUALIFICATION OF INSURERS

- A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the state in which the Project is located and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of Owner.

5.08 DAMAGE CLAIMS - ACKNOWLEDGMENT AND REPORTS

- A. Contractor shall furnish to Owner an acknowledgment receipt from the insurance carrier for each damage claim against the Project. The receipt shall include the insurance carrier's assigned claim number.
- B. Upon request, Contractor or his insurance carrier shall also furnish to Owner a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.
- C. Failure of Contractor to comply with this paragraph 5.08 may result in the amount of such damage claims being withheld from Contractor's monthly pay estimate. Such withholding shall be reimbursed in the monthly pay estimate following compliance with this paragraph.

5.09 COST OF INSURANCE

- A. The unit cost of the insurance herein specified will not be a specific bid item, but the cost of such insurance will be included by Contractor in the various prices bid.

5.10 WAIVER OF RIGHTS

- A. Owner and Contractor intend that all policies purchased in accordance with paragraph 5.03 will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants (and all other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds in such policies) and will provide primary coverage for all losses and damages caused by the perils covered thereby. Such policies shall contain provisions to
- B. the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- C. Owner and Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds under such policies for loss 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 as trustee or otherwise payable under any policy so issued.

5.11 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS

- A. Any insured loss under the policies of insurance required by paragraph 5.03.A.5 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. If no other special agreement is reached the damaged Work shall be repaired or replaced, the monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order, Field Order or Work Change Directive.
- B. Owner as fiduciary shall have power to adjust and settle any loss under the policies required by paragraph 5.03.A.5 with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the

parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

ARTICLE CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise 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. Contractor shall be responsible to see that the finished Work complies with the Contract Documents. However, if specific means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications, Contractor shall be responsible to comply therewith, but may implement such prescribed Work in a manner of Contractor's choosing so long as the Work complies with the requirements of the Plans and Specifications.
- B. At all times during the progress of the Work, Contractor shall assign and maintain a competent superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

6.02 LABOR AND WORKING HOURS

- A. Contractor shall provide competent, suitably qualified personnel in their various duties. Contractor shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons, the Work, property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours (7:00 a.m. to 7:00 p.m.), and Contractor will not permit the performance of Work on Sunday or any legal holiday without Owner's written consent given after prior written notice to Engineer.

6.03 SERVICES, MATERIALS AND EQUIPMENT

- A. Unless otherwise specified in the Contract Documents, Contractor shall furnish 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 furnishing, performance, testing, start up and completion of the Work.
- B. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents 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 kind and quality of materials and equipment to be incorporated in the Work. Contractor shall not use material in the Work until Shop Drawing or Submittals have been reviewed by Engineer. All materials which do not meet the requirements of the Specifications at the time they are to be used will be rejected, and unless otherwise permitted by Engineer, shall be plainly marked and removed immediately from the Work.
- C. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, Supplier or distributor, except as otherwise provided in the Contract Documents.

6.04 SUBSTITUTES AND "OR-EQUALS"

- A. Whenever an item of materials or equipment is specified or described in the Contract Documents for installation in the Work by using the name of a proprietary item or the name of a

particular manufacturer, fabricator, supplier or distributor; or means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications; the specification or description is intended to establish the type, function and quality required or the means, methods, techniques, sequences and procedures of construction required. Unless the specification or description contains or is followed by words indicating that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or materials or equipment of other manufacturers, fabricators, suppliers or distributors; or other means, methods, techniques, sequences and procedures of construction may be accepted by Engineer under the following circumstances:

1. "Or-Equal": If in Engineer's sole discretion 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, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
 2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 6.04.A; or a proposed means, methods, techniques, sequences and procedures of construction are different from what is prescribed in the Plans or Specifications, it will be considered a proposed substitute item.
- B. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment or means, methods, techniques, sequences and/or procedures proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by Engineer will include the following, as supplemented in the Specifications, and as Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor.
- C. If Contractor wishes to furnish or use a substitute, Contractor shall make written application to Engineer on the Substitution Request Form provided for acceptance thereof, certifying that the proposed substitute will:
1. perform adequately the functions and achieve the results called for by the general design,
 2. be similar in substance to that specified,
 3. and be suited to the same use and capable of performing the same function as that specified.
 4. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the proposed substitute for use in the Work will require a change in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- D. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.
- E. All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense. Engineer will be the sole judge of acceptability, and Engineer's determination shall be final and binding, may not be reversed through an appeal under any

provisions of the Contract Documents, and no "or-equal" or substitute shall be ordered, installed or utilized without Engineer's prior written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute which has been approved by Engineer.

- F. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating any proposed substitute and in making any changes in the Contract Documents resulting therefrom.

6.05 CONCERNING SUBCONTRACTORS

- A. Contractor shall not employ any Subcontractor, Supplier or other person or organizations, including those who are to furnish the principal items of materials or equipment, whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall furnish Engineer a complete list of any Subcontractor, Supplier or other person or organization furnishing principal items of material or equipment within 4 days of request. Failure to object to any Subcontractor, Supplier, other person or organization by Owner or Engineer shall not constitute a waiver of any right of Owner or Engineer to reject defective Work.
- B. If Owner or Engineer, after due investigation, has reasonable objection to any Subcontractor, Supplier, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.
- C. Contractor shall not award Work to Subcontractor(s), in excess of 50% of the Contract Price, without prior written approval of Owner.
- D. Contractor shall be fully responsible for all acts and omissions of his Subcontractors, Suppliers and of persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization. Owner or Engineer may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.
- E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. If the amount of the subcontract or the nature of the Work to be performed thereunder warrants, Owner may require Subcontractor to furnish, for the benefit of Owner and Contractor jointly, Bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the general Contract. The Surety on the general Contract shall not be eligible to furnish such Subcontract Bonds.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as and additional insured on the property insurance

provided in paragraph 5.03.A.5, the agreement between Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Engineer's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. Contractor shall file a true copy of such agreement with Owner.

6.06 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 Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from 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, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 PERMITS AND LICENSES

- A. 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, permit, review, and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work.

6.08 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to furnishing and performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws, ordinances, rules, and Regulations.
- B. If Contractor performs any Work that is contrary to such laws, ordinances, rules and regulations, Contractor shall bear all claims, costs, losses, damages and expenses caused by, arising out of, or resulting therefrom. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Plans are in accordance with such laws, ordinances, rules, 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.

6.09 TAXES

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

6.10 USE OF PREMISES

- A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights of way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with any such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor's continuing obligations under paragraph 6.24 shall be applicable to any claim hereunder.

6.11 REMOVAL OF DEBRIS AND CLEANING

- A. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner at Substantial Completion of the Work. Contractor shall restore to their original condition all property not designated for alteration by the Contract Documents. If Contractor shall fail to keep the above noted areas cleaned of dust or debris resulting from Contractor's operations, Contractor shall be so notified in writing by Engineer. If within 24 hours after receipt of such notice Contractor shall fail to clean such areas satisfactorily, Owner may have such other agency as he shall designate, perform the work and all costs of such cleaning shall be paid for by Contractor.

6.12 LOADING STRUCTURES

- A. 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 property to stresses or pressures that will endanger it.

6.13 PROTECTION OF UTILITIES

- A. When it is possible for construction operations to endanger any public or private utility, conduit, or structure, Contractor shall notify the utility owner of this possibility, and safeguard and support such utilities, conduits, or structures. Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, Contractor shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and Contractor shall assume the cost of any charge against Owner therefor. In cases where existing Utilities or Utility service connections are encountered, Contractor shall perform his operations in such a manner that service will be uninterrupted, and the cost thereof shall be at Contractor's expense, unless otherwise provided.

6.14 RECORD DOCUMENTS

- A. Contractor shall maintain in a safe place at the Site 1 record copy of all Specifications, Plans, Addenda, Change Orders, Work Change Directives, and Field Orders, in good order and annotated to show all changes made during construction. These record documents together with all Samples and all Shop Drawings shall be available to Engineer for examination and shall be delivered to Engineer for Owner upon completion of the Work.

6.15 SAFETY AND PROTECTION

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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 Work Site or who may be affected by the Work,
 - 2. all the Work and materials or 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, and Utilities and not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property, Utilities, and utility owners when prosecution of the Work may affect them.
- C. Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If Contractor neglects to restore or make good such damages or injury, Owner may, upon 48 hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are due, or may become due, to Contractor for this Work.
- D. Contractor's duties and responsibilities for the safety and protection of the Work 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 14.11 that the Work is Acceptable.
- E. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- F. 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.
- G. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with paragraph 14.11 that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- H. Contractor's duties and responsibilities for safety and protection will 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.

6.16 SAFETY REPRESENTATIVE

- A. Contractor shall be responsible to designate for itself and its employees, and its Subcontractors 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.

6.17 HAZARD COMMUNICATION PROGRAM

- A. Contractor shall be responsible for coordinating any exchange of 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 applicable Laws or Regulations.

6.18 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Engineer, 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. 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 to document the consequences of such action.

6.19 SHOP DRAWINGS AND SAMPLES

- A. Contractor shall submit Shop Drawings required by the Contract Documents to Engineer for review, in accordance with an accepted schedule. All Submittals will be identified as Engineer may require and in the number of copies specified in the Specifications. The 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 materials and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.21.
- B. Contractor shall also submit all samples required by the Contract Documents to Engineer for review in accordance with an accepted schedule. Each Sample will be identified clearly 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 6.21. The number of each sample to be submitted will be as specified in the Specifications.

6.20 SUBMITTAL PROCEDURES

- A. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - 1. all field measurements, quantities, dimension, specified performance criteria, installation requirements, manufacturer's recommendations, material, catalog numbers and similar information with respect thereto,
 - 2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
 - 3. all information relative to Contractor's responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- B. Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- C. Each Submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to review and approval of that Submittal.
- D. At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review of each such variation.
- E. 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. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

- F. 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 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.
- G. 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.

6.21 ENGINEER'S REVIEW

- A. Engineer will review Shop Drawings and Samples in accordance with the Schedule of Submittals accepted by Engineer as required by paragraph 2.05. Engineer's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions.
- B. Engineer's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variations from the Contract Documents unless Contractor has in writing called Engineer's attention to such variation at the time of submission and Engineer has given written concurrence to the specific variation, nor shall any concurrence by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings. Engineer's review shall not relieve Contractor from responsibility for complying with the requirements of paragraph 6.20.
- C. Where a Shop Drawing or sample is required by the Contract Documents or the Schedule of Submittals accepted by Engineer per paragraph 2.05, no related Work shall be commenced until the Submittal has been reviewed by Engineer.

6.22 CONTINUING THE WORK

- A. 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, except as Contractor and Owner may otherwise agree in writing.

6.23 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. Contractor warrants and guarantees to Owner, Engineer, and Engineer's Consultants that all work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or their employees, agents, or representatives, or any person or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- B. 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 of any progress or final payment by Engineer;
 - 3. the issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 4. use or occupancy of any part of the Work by Owner;

5. any acceptance by Owner or failure to do so;
 6. any review or approval of a Shop Drawing or Sample Submittal or the issuance of a notice of acceptability by Engineer per paragraph 14.11;
 7. any inspection, test or approval by others; or
 8. any correction of defective Work by Owner.
- C. If Contract requires 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.
- D. Contractor shall assign to Owner all warranties extended to Contractor by material Suppliers and Subcontractors. If an assignment of warranty requires the material Supplier or Subcontractor to consent to same, then Contractor shall secure the material Supplier's or Subcontractor's consent to assign said warranties to Owner.
- E. The warranties provided in this section shall be in addition to, and not in limitation of, any other warranty or remedy required by law.

6.24 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner, Engineer and any additional indemnitees identified in the Supplementary Conditions and their respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demands") to the extent caused by, arising out of, resulting from or occurring in connection with:
1. Contractor's breach of, or failure to comply with, the Agreement, the Contract Documents, or any other contract that it enters into regarding the Work, including any default in performance; or
 2. Personal injury or death to any person (including, but not limited to, Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, and material Suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with
 - a. the Work,
 - b. any activity associated with the Work, or
 - c. the operations or acts of commission or omission of Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom Contractor is legally liable in the performance of Work, whether arising before or after completion of the Work.
- B. To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above paragraph 6.24.A, Contractor's indemnity obligations under this Agreement shall include, but are not limited to:
1. Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any demand requiring indemnity by this Agreement;
 2. All expenses, including but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from Contractor if Contractor fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;

3. All indemnification obligations imposed upon Owner or Engineer, or both, arising out of or in connection with the Work; and
 4. Indemnification for any penalties and/or fines arising or resulting from Contractor's or any Subcontractor's failure to comply with laws and/or regulations applicable to its/their Work.
- C. Contractor's duty to indemnify under subpart A.2. of paragraph 6.24 is limited to the negligence of Contractor, Contractor's employees, Subcontractors, Subcontractor's employees, material Suppliers, or anyone for whom Contractor is legally liable in the performance of the Work, whether arising before or after the completion of the Work.
 - D. The indemnification rights under this Agreement shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist.
 - E. Owner, at its option, may select counsel to defend any demand brought against it without impairing any obligation of Contractor to provide indemnification.
 - F. The indemnification provisions under this Agreement shall survive the completion or termination of this Agreement.
 - G. In the case of claims by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.
 - H. Indemnification, additional insured and hold harmless obligations of Contractor and Subcontractor under the Contract Documents shall survive the termination of this Agreement.
 - I. Contractor and Subcontractors will compel their insurance company to waive subrogation against Owner, Engineer and Contractor and Subcontractors identified as additional insureds in the Contract Documents, including any municipal entity now existing or newly created during the term of the Contract Documents.

6.25 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 or 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, equipment, structures, means, methods, techniques or sequences of construction 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 professional properly licensed in the state in which the project is located, 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.
- D. Pursuant to this paragraph 6.25, Engineer's review or 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 or approval of Shop Drawings and other Submittals (except design calculations and design drawings) will be only for the purpose stated in paragraph 6.21.

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

ARTICLE 7 WORK BY OTHERS

7.01 RELATED WORK AT SITE

- A. In addition to and apart from the Work under the Contract Documents, 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 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 any part of Contractor's Work depends on proper execution or results upon the work of any such other contractor or utility owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such other work that render it unavailable, or unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.
- C. Contractor shall afford each contractor who is party to such a direct contract, and each utility owner, (and Owner, if Owner is performing the additional work with Owner's employees), proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of Contractor's Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.
- D. If the performance of additional work by other contractors, utility owner, or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves additional expense to Contractor, or requires an extension of the Contract Time, Contractor may make a Claim therefor as provided in paragraph 11.01. Claims for delay or inconveniences due to operations of such other parties for work noted in the Contract Documents will not be allowed.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.01 COMMUNICATION TO CONTRACTOR

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

8.02 REPLACEMENT OF ENGINEER

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 FURNISHING DATA

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

8.04 PAY WHEN DUE

- A. Owner shall make payments to Contractor promptly after they are due as provided in paragraphs 14.05 and 14.11.

8.05 LANDS AND EASEMENTS; REPORTS AND TESTS

- A. Owner's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of investigations and tests of subsurface and latent physical conditions at the Site.

8.06 CHANGE ORDERS

- A. In connection with Owner's rights to request changes in the Work in accordance with Article 10, Owner (especially in certain instances as provided in paragraph 10.01) is obligated to execute Change Orders.

8.07 INSPECTIONS, TESTS, AND APPROVALS

- A. Owner's responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.02.

8.08 LIMITATION ON OWNER'S RESPONSIBILITY

- A. 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 furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

8.09 UNDISCLOSED HAZARDOUS MATERIALS

- A. Owner's responsibility in respect of undisclosed Constituents of Concern uncovered or revealed at the Site is set forth in Paragraph 4.06.

8.10 OWNER'S DESIGNATED REPRESENTATIVE

- A. Owner shall designate a person to act as its representatives during the performance of the Work. Owner's designated representative will attend meetings and perform on behalf of Owner all obligations required of Owner under the provisions of the Contract Documents.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.01 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 shall be as set forth in the Contract Documents.

9.02 VISITS TO SITE

- A. Engineer may make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work, and to determine solely for the benefit of Owner, in general, if the Work is proceeding in accordance with the technical requirements of the Contract Documents. It will not be the responsibility of Engineer to make exhaustive or continuous on Site inspections to check the quality or quantity of the Work.

9.03 RESIDENT PROJECT REPRESENTATIVE

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more continuous observation of the Work. A Resident Project Representative will act as directed by and under the supervision of Engineer and will confer with Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on Site Work shall in general be only with Engineer and Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of Contractor. The Resident Project Representative's duties and responsibilities include:

1. Schedules:

- a. Review the Progress Schedule, Schedule of Submittals and Schedule of Values prepared by Contractor.
2. Conferences:
 - a. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and Owner, and notify those expected to attend in advance.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the technical aspects of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on Site operations.
4. Shop Drawings and Samples:
 - a. Advise Engineer and Contractor, or Contractor's superintendent, immediately of the commencement of any Work requiring a Shop Drawing or Sample submission if the submission was identified on the schedule and has not been reviewed by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on Site observations of the Work and report to Engineer whenever Resident Project Representative believes that technical aspects of any executed Work is unsatisfactory, faulty or defective or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Engineer when Resident Project Representative believes that any partially completed portion of the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - b. Observe, record and report to Engineer appropriate details relative to test procedures and startups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
6. Modifications:
 - a. Consider Contractor's suggestions for modifications in Plans or Specifications and report them to Engineer.
7. Reports:
 - a. Prepare periodic reports as required of progress of the Work and Contractor's compliance with the approved Progress Schedule and Schedule of Submittals.
8. Completion:
 - a. Verify that all items on final list of items requiring completion or correction have been completed or corrected and make recommendations to Engineer concerning acceptance.
9. Exceptions:
 - a. Resident Project Representative:
 - 1) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - 2) Shall not approve or accept any portion of the completed Work.
 - 3) Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.

- 4) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- 5) Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- 6) Shall not advise on or issue directions regarding Contractor's failure to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

9.04 CLARIFICATIONS AND INTERPRETATIONS

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.05 AUTHORIZED VARIATIONS IN WORK - FIELD ORDER

- A. Engineer may authorize minor adjustments in the Work to avoid obstructions or interferences which do not involve an adjustment in the Contract Price or the Contract Time, and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a request for a Change Proposal may be made therefore as provided in paragraph 10.06 or a Claim may be submitted as set forth in paragraph 11.01.

9.06 REJECTING DEFECTIVE WORK

- A. Engineer will have authority to disapprove or reject completed portions of the Work which Engineer believes to be defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed or completed.

9.07 SHOP DRAWINGS, CHANGE ORDERS, AND PAYMENTS

- A. Engineer's responsibility for Shop Drawings and samples are set forth in paragraphs 6.19 through 6.21 inclusive.
- B. Engineer's responsibilities as to Change Orders are set forth in Articles 10, 11, and 12.
- C. Engineer's responsibilities in respect of Applications for Payment are set forth in Article 14.

9.08 DETERMINATIONS FOR UNIT PRICE WORK

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review Engineer's preliminary determinations with Contractor 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 paragraph 10.06.

9.09 DECISIONS ON DISAGREEMENTS, CLAIMS

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work performed thereunder. Claims, disputes and other matters relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work, shall be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph 9.09.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price, or Contract Times, or both, a Claim may be made under paragraph 11.01.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of paragraph 11.01.
- D. In this capacity Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.10 LIMITATIONS ON ENGINEERS RESPONSIBILITIES

- A. Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any decision made by Engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of Engineer to Owner or Contractor, any Subcontractor, any manufacturer, fabricator, Supplier, distributor, surety, or any other person, 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 furnishing or performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. These limitations on authority and responsibility shall also apply to Engineer's Consultant's, Resident Project Representative and assistants.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer will not be responsible to Contractor or any Subcontractor, or Supplier, or to their agents or employees for injuries, damages, claims, losses, or expenses (including attorney's fees) of whatsoever kind resulting from or caused by any act or omission of Engineer in preparation for, arising from, relating to, or concerning the Project. Such acts or omissions include, but are not limited to, Engineer's negligence, tortuous conduct, errors, omissions, strict liability, breach of contract, or breach of warranty. Engineer makes no representations to Contractor, Subcontractors, Suppliers or their agents or employees regarding or respecting any work performed by Engineer in preparation for, arising from, relating to, or concerning the Project.
- E. Neither Contractor, its agents or employees, nor any Subcontractors or Suppliers or their agents or employees, are intended beneficiaries of Engineer's agreement with Owner, nor are such parties intended beneficiaries of Engineer's duties or responsibilities arising therefrom. Engineer disclaims all duties to Contractor, Subcontractors, Suppliers or their agents or employees arising from, relating to, or concerning Engineer's involvement in the Project. Owner and Contractor further agree to notify all Contractor's, Subcontractors or Suppliers of this disclaimer of Engineer's liability and require them to abide by this disclaimer.

ARTICLE 10 AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

10.01 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 Engineer. Such an amendment shall be set forth in a Change Order.
2. Work Change Directives:
- a. 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 10.04 regarding change of Contract Price.
 - b. 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 issuance of the Work Change Directive.
 - c. 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:
- a. 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 Contractor, which shall perform the Work involved promptly.
 - b. 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.

10.02 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.
- B. 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 10.02 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.

10.03 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 6.18 or in the case of uncovering Work as provided in paragraph 13.03.

10.04 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 10.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of paragraph 11.01.
- 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 12.03); 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 10.04.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 12.01) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 10.04.C).
- C. Contractor's Fee: When applicable, 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 paragraph 12.01.B.1 and 12.01.B.2, Contractor's fee shall be 15 percent;
 - b. for costs incurred under paragraph 12.01.B.3, 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 10.04.C.2.a and 10.04.C.2.b is that Contractor's fee shall be based on:
 - 1) a fee of 15 percent of the costs incurred under paragraphs 12.01.B.1 and 12.01.B.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 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor;
 - 3) 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 12.01.B.4, 12.01.B.5, and 12.01.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 5 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 10.04.C.2.a through 10.04.C.2.e, inclusive.

10.05 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 10.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of paragraph 11.01.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in paragraph 12.04, concerning delays in Contractor's progress.

10.06 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 seeking 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. Each Change Proposal will address only 1 issue, or a set of closely related issues.
 - 1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 5 days) after the start of the event giving rise thereto, or after such initial decision. Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any) to 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
 - 2. Change Proposal and consider any comments or response from Owner regarding the Change Proposal.
 - 3. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of 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 paragraph 11.01.
 - 4. 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 paragraph 11.01.
- 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 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 paragraph 11.01.

10.07 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 10.02,
 - b. required because of Owner's acceptance of defective Work under paragraph 13.08 or Owner's correction of defective Work under paragraph 13.09, 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 10.06, or Article 16.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this paragraph 10.07, it shall be deemed to be of full force and effect, as if fully executed.

10.08 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 11 CLAIMS

11.01 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 10 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 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 16 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 16 for 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 12 COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

12.01 COST OF 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 12.01 are used 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 12.01.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. Costs 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 12.01.
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. 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.
 - b. 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.
 - 1) The rental rate established for each piece of Contractor owned equipment, including appurtenances and attachments to the equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment, Volume 1, 2 or 3, as applicable; the edition which is current at the time the Work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour."
 - 2) For equipment not listed in the Rental Rate Blue Book, Volume 1, 2 or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.
 - 3) For equipment for which there are no comparables in the Rental Rate Blue Book, Volume 1, 2 or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which 20 percent will be added to the sum which will account for adjustments and operating costs.

- c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by laws and regulations.
 - d. 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.
 - e. 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 5.03), 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
 - f. The cost of utilities, fuel, and sanitary facilities at the Site.
 - g. 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 12.01.B.1 or specifically covered by paragraph 12.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by 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 12.01.B.
- D. Contractor's Fee: 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 10.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer on a daily basis, an itemized cost breakdown together with supporting data.

12.02 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 of 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.

12.03 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 Proposal.
- 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 Engineer's preliminary determinations with Contractor 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 12.03.E.
- E. Within 30 days of Engineer's written decision under the preceding paragraph 12.03.D, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking and 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 estimate quantity of such item indicated in the Proposal (in no event will any change in quantities of less than 25% be considered a material or significant change from the estimated quantities); and
 - 2. there is no corresponding adjustment with respect to any other item of Work.

12.04 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 request an equitable adjustment in the Contract Times and Contract Price. However, Contractor's entitlement to an adjustment of the Contract Times or Contract Price is expressly 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 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 only the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. acts or failures to act of utility owners (other than those performing other works at or adjacent to the Site by arrangement with Owner, as specified in paragraph 7.01); and
 3. acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 10.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of paragraph 10.04.
- F. Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- G. 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 paragraphs 4.03 and 4.06.
- H. Paragraph 7.01 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.

- I. Contractor shall not be entitled to any 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.
- J. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 5 days of the commencement of the delaying, disrupting, or interfering event.
- K. Where Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner or Engineer be liable to Contractor, any Subcontractor, any Supplier, or any other person or organization, or to any surety or employee or any agent of them, for 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 resulting from:
 - 1. delays caused by or within the control of Contractor (or Subcontractor or Supplier);
 - 2. delays beyond the control of both Owner and Contractor, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts of neglect by utility owners or other contractors performing other work;
- L. Nor shall Owner or Engineer or each of them 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.
- M. Nothing in this paragraph 12.04 bars a change in Contract Price to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible. Except for an adjustment to the Contract Times and Contract Price, Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of such delay or for any Act of God, including but not limited to lost profits, overhead, and other consequential damages.

ARTICLE 13 TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 ACCESS TO WORK

- A. Owner, Engineer and Engineer's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access and advise Owner and Engineer of Contractor's Site safety procedures and programs so that Owner and Engineer may comply therewith as applicable.

13.02 TESTS AND INSPECTIONS

- A. Contractor shall give Engineer and testing agency at least 24-hour notice, unless otherwise specified, of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If any Law and Regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.
- C. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a manufacturer, fabricator, Supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

- D. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by Owner unless otherwise specified.
- E. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor or by Engineer if so specified.
- F. Cost of materials to be used in inspection and transportation costs shall be paid for by Contractor.
- G. Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

13.03 UNCOVERING WORK

- A. If any Work that is to be tested, inspected or approved is covered without written concurrence of Engineer, or contrary to the written request of Engineer, it shall, if requested by Engineer, be uncovered by Contractor for Engineer's observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely written notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment. Except as otherwise specified in paragraph 13.04, the cost of Work shall be paid for as follows:
 - 1. If it is found that such Work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) and an appropriate deductive Change Order shall be issued. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, Owner may make a Claim as provided in paragraph 11.01.
 - 2. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, Contractor may make a Claim as provided in paragraph 11.01.

13.04 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.

13.05 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 furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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, Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. If required by Engineer or Owner, Contractor shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the Site and replace it with non-defective Work. Contractor shall pay all claims, costs, losses, damages and expenses caused by or resulting from such correction or removal (including, but not limited to all costs of repair or replacement of work of others) and shall take no action that would void or otherwise impair Owner's special warranty or guarantee, if any, on such Work.

13.07 GUARANTEE PERIOD

- A. If within 1 year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair defective land or areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work or the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, damages and expenses caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement or work of others) shall be paid by Contractor.
- C. Repair or replacements made under the guarantee shall bear an additional 1 year guarantee dated from the acceptance of repair or replacement.

13.08 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, damages and expenses attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness). In such case, if acceptance occurs prior to Engineer's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to Owner.

13.09 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 in accordance with paragraph 13.06, or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), Owner may, after 48 hours' written notice to Contractor and his Surety without prejudice to any other remedy he may have, correct and remedy any such deficiency.
- B. In exercising his rights and remedies under this paragraph 13.09, Owner shall proceed expeditiously. To the extent necessary to complete corrective and 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site 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's consultants such access to the Site as may be necessary to enable Owner to exercise his rights and remedies under this paragraph 13.09.

- C. All claims, costs, losses, damages and expenses incurred or sustained by Owner in exercising such rights and remedies shall be charged against Contractor and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Owner shall be entitled to an appropriate reduction in the Contract Price equivalent to such claims, costs, losses, damages and expenses including 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 Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights under this Article 13.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULES

- A. At least 10 days prior to submitting the first Application for Payment, Contractor shall submit to Engineer a final Schedule of Submittals, and, where applicable, a Schedule of Values for the Work. These schedules shall be satisfactory in form and substance to Engineer as provided in Article 2.
- B. The Schedule of Values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts. Each unit cost so established shall include its proportionate share of Contractor's general operating charges such as profit, overhead, supervision, insurance, bond premiums, interest, equipment cost, depreciation and rental, contingencies, expendable tools, equipment and supplies. The total cost of the items and quantities Contractor lists in the Schedule of Values shall equal the total Contract Price established in the Proposal.
- C. The Schedule of Values shall include a complete set of detailed work sheets on bid take off and bid summary covering estimated general conditions expense (field overhead), general overhead, profit mark ups and revisions leading to the final bid amount.
- D. When the Schedule of Values is approved by Engineer, it shall become part of the Agreement and shall be used as the basis for Contractor progress payments.
- E. Progress payments based upon Unit Price Work will be based upon the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT

- A. At least 20 days before each Application for Payment falls due (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment, Contractor's Declaration, Payment Schedule, and updated Progress Schedules indicating the anticipated completion dates of the various stages of the Work and estimated payments during the next 3 months. Contractor's Application for Payment shall be filled out on the form provided in the Contract Documents and signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents and as Engineer or Owner may reasonably require. The Payment Schedule shall be on the form provided in the Contract Documents or in a format acceptable to Engineer or Owner. On the second and all subsequent payments, partial Waivers of Lien and Sworn Statement shall be required for all Work completed and paid for on previous certificates.
- B. 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 such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect Owner's interest therein, including applicable insurance. A receipted vendor's invoice showing the quantities of materials and the amounts paid will be required and shall accompany the Application for Payment.

- C. Retainage with respect to progress payments will be in accordance with paragraph 14.03, and it will be retained until after completion of the entire Work and its final acceptance. When the amount to be retained is reduced to less than 10 percent, Contractor shall file with Owner the written consent of the Surety to such reduction and shall furnish an affidavit that all Contractor's indebtedness by reason of the Contract has been paid.

14.03 RETAINAGE

- A. On Contracts with a dollar value of \$30,000 and greater or on Contracts that provide for more than 3 progress payments, progress payments and retainage shall be governed by the provisions of any statutes, rules or regulations regarding retention and these are incorporated herein by reference and made a part of this Contract.
- B. If there are no statutes, rules, or regulations applicable to retention, retainage shall be 10%, or such an amount as Owner deems necessary.

14.04 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. Engineer will, within 10 days after receipt of each Contractor's Application for Payment and Payment Schedule, including each resubmittal, either indicate in writing a recommendation of payment and present an Engineer's Certificate for Payment to Owner, or may 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.
- B. Engineer's recommendation of any payment requested in Contractor's Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's review of the Contractor's Application for Payment and Certificate for Payment and the accompanying data and schedules, as an experienced and qualified design professional that to the best of Engineer's knowledge, information and belief;
 - 1. the Work has progressed to the point indicated;
 - 2. the quality of the Work is in accordance with the technical aspects of the Contract Documents subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for any Unit Price Work under paragraph 12.03, and any qualifications stated in the recommendation; and
 - 3. 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.
- C. However, by recommending any such payment Engineer will not thereby be deemed to have represented that:
 - 1. exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work; or
 - 2. involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - 3. 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.
- D. Neither Engineer's review of Contractor's Work for the purpose of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - 1. to supervise, direct or control the Work;

2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 3. for the failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work;
 4. for any failure of Contractor to perform or furnish Work in accordance with the Contract Documents;
 5. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price;
 6. to determine that title to any Work, materials, or equipment has passed to Owner free and clear of Liens.
- E. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations as stated above to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
1. the Work is defective, or completed Work has been damaged requiring correction or replacement;
 2. the Contract Price has been reduced because of Change Orders;
 3. Owner has been required to correct defective Work in accordance with paragraph 1309, or has accepted defective Work in accordance with paragraph 13.08;
 4. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 5. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.

14.05 PAYMENT BECOMES DUE

- A. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.05.B) become due, (or only if Owner is a public agency, within 15 days after Owner receives the funds which are to be provided by a department or agency of the federal or state government, whichever is later, or in accordance with any time periods required by any applicable statute, rule or regulation) and when due will be paid by Owner to Contractor.
- B. Owner may refuse to make payment of the full amount recommended by Engineer because:
1. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries,
 2. adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 3. 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;
 4. Contractor has failed to provide and maintain required bonds or insurance;
 5. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

6. 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;
 7. The Work is defective, requiring correction or replacement;
 8. Owner has been required to correct defective Work in accordance with paragraph 13.09, or has accepted defective Work pursuant to paragraph 13.08;
 9. The Contract Price has been reduced by Change Orders;
 10. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 11. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 12. 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;
 13. there are other items as set forth in the Contract Documents entitling Owner to a set off against the amount recommended; or
 14. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.04.E.1 through 14.04.E.5.
- C. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects, to Owner's satisfaction, the reasons for such action. The reduction imposed shall be binding on Contractor unless Contractor duly submits a Change Proposal contesting the reduction.
- D. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.05.

14.06 CONTRACTOR'S WARRANTY OF TITLE

- A. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all Liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.07 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. Once 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 7 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 therefore. 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 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.

14.08 PARTIAL UTILIZATION

- A. Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any part of the Work which Owner believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion.
 - a. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving his reasons therefor.
 - b. If Engineer considers that part of the Work to be substantially complete, Engineer will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion for that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment.
 - 2. Prior to issuing a certificate of Substantial Completion for that part of the Work, Engineer will deliver to Owner and Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon Owner and Contractor at the time of issuing the definitive certificate of Substantial Completion for that part of the Work unless Owner and Contractor shall have otherwise agreed in writing and so informed Engineer.
 - 3. Owner shall have the right to exclude Contractor from any part of the Work which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the punch list.

4. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, Owner may take over operation of a facility constituting part of the Work whether or not it is Substantially Complete if such facility is functionally and separately usable; provided that prior to any such takeover, Owner and Contractor have agreed as to the division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.09 FINAL INSPECTION

- A. Upon written notice from Contractor that the Work is complete, Engineer will 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 FINAL APPLICATION FOR PAYMENT

- A. After Contractor has completed all corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents and other documents (all as required by the Contract Documents), and after Engineer has indicated that the Work is acceptable, subject to the provisions of paragraph 14.13, Contractor may make application for final payment following the procedure for progress payments.
- B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Engineer may reasonably require, consent of Surety, if any, to final payment, together with complete and legally effective releases or waivers, satisfactory to Owner, of all Liens arising out of or filed in connection with the Work.
- C. In lieu of the releases or waivers of Lien, if approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied.
- D. If any Subcontractor, manufacturer, fabricator, Supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Claim or Lien.

14.11 FINAL PAYMENT AND ACCEPTANCE

- A. 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 (all as required by the Contract Documents), Engineer is satisfied that to the best of Engineer's knowledge, information and belief as a design professional that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's Certificate for Payment and present the application to Owner for payment. At that time Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.13.
- B. Otherwise, Engineer will return the Application 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.
- C. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within 45 days (or within the time period required by any applicable statute, rule or regulation) after receipt thereof pay Contractor the amount recommended by Engineer less any amounts of Owner claimed set-offs allowed under the Contract Documents, including but not limited to any applicable liquidated damages as determined by Owner. If Owner rejects the Application, Owner shall do so in writing stating the appropriate sections of the Contract

Documents upon which the rejection is based. Contractor may take the necessary remedial actions and resubmit the Application.

14.12 FINAL COMPLETION DELAYED

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.13 WAIVER OF CLAIMS

- A. The making and acceptance of final payment shall constitute:
 - 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.09, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and shall not constitute a waiver by Owner of any rights in respect of Contractor's existing or continuing obligations under the Contract Documents; and,
 - 2. a waiver of all Claims by Contractor against Owner other than those previously made in writing and still pending in accordance with Article 16.

14.14 LATE PAYMENTS

- A. All monies not paid when due hereunder, except monies involving Federal and/or State Loans, Grants, or other sources which are delinquent because of no fault of Owner, shall bear interest at the maximum rate allowed by law at the time and place of the Project.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK

- A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period as Owner may deem necessary by notice in writing to Contractor and Engineer. If it should become necessary to stop work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and Contractor shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches and drains, and erect temporary structures where necessary. Contractor may request an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a Claim therefor as provided in paragraph 11.01.

15.02 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 commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time;
 - 2. a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent

or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

3. Contractor makes a general assignment for the benefit of creditors;
 4. a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
 5. Contractor admits in writing an inability to pay its debts generally as they become due;
 6. Contractor persistently fails 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 established under paragraph 2.05 as revised from time to time);
 7. Contractor disregards Laws and Regulations of any public body having jurisdiction;
 8. Contractor disregards the authority of Engineer or Owner; or,
 9. Contractor otherwise violates any provisions of the Contract Documents.
- B. Owner may, after giving Contractor (and the Surety, if there be one) 7 days' written notice, and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site, take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, finish the Work as Owner may deem expedient, and/or enforce the rights available to Owner under any applicable Performance Bond.
- C. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, damages and expenses sustained by Owner arising out of or resulting from completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, damages and expenses exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, damages and expenses incurred by Owner will be reviewed as to reasonableness by Engineer and when so approved, incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights or remedies of Owner against Contractor or its Surety then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.

15.03 TERMINATION FOR CONVENIENCE

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, Contractor shall be paid (without duplication of any items):
1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 2. for actual 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; and
 3. for reasonable expenses directly attributable to protecting work as a result of termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Upon such termination, Contractor shall:
 1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract Documents, as may be necessary;
 5. Complete performance of any Work which is not terminated; and
 6. Deliver to Owner an affidavit regarding the identity of potential unpaid Subcontractors or Suppliers and the amounts due to each.

15.04 CONTRACTOR MAY STOP WORK OR TERMINATE

- A. If Owner has failed to pay Contractor any sum finally determined to be due in accordance with the time limits specified in paragraph 14.05, Contractor may upon 7 days' written notice to Owner and Engineer, stop the Work until payment of all amounts then due.
- B. If through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner, or under an order of court or other public authority, then Contractor may, upon 7 days written notice to Owner and Engineer and provided Owner or Engineer does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 15.03.
- C. The provisions of this paragraph 15.04 shall not relieve Contractor of his obligations under paragraph 6.22 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 FINAL RESOLUTION OF DISPUTES

16.01 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, the following dispute resolution process shall be followed:

- a. The parties shall submit the dispute to mediation under the mediation procedures outlined in the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Rules.
- b. If the dispute is not resolved by mediation, the parties shall proceed to resolve the dispute by arbitration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding and is enforceable in a court of competent jurisdiction.

ARTICLE 17 MISCELLANEOUS

17.01 GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of written notice to Owner, Engineer, or Contractor, it shall be deemed to have been validly given only if delivered:
 1. in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;
 2. by registered or certified mail postage prepaid to, the last business address known to the giver of the notice;
 3. or delivered in person to such person by a commercial courier service or otherwise to the recipient's place of business; or
 4. by secure file transfer with receipt documentation or other document control software.

17.02 COMPUTATION OF TIME

- A. When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

17.03 GENERAL

- 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 shall not 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 Law or Regulation, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph shall 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.
- B. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

17.04 PROFESSIONAL FEES AND COURT COSTS INCLUDED

- A. Whenever reference is made to "claims, costs, losses, damages and expenses," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

17.05 NONDISCRIMINATION OF EMPLOYMENT

- A. Contractor shall covenant and agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religion, national origin or ancestry, height, weight, or marital status, or any other classification protected by law, and to require a similar covenant on the part of any Subcontractor employed in the performance of the Contract.

17.06 POST COMPLETION DATE ENGINEERING AND INSPECTION COSTS

- A. All engineering and inspection costs incurred after the specified completion date shall be paid by Contractor to Owner prior to final payment authorization. However, Contractor shall not be charged with any post completion date engineering and inspection costs when the delay in completion of the Work is due to the following and Contractor has promptly given written notice of such delay to Owner or Engineer:
 - 1. to any preference, priority or allocation order duly issued by Owner;
 - 2. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of Owner, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,
 - 3. to any delays of Subcontractors or Suppliers occasioned by any of the causes specified in this Article.
- B. Charges after the specified completion date shall be made at such times and in such amounts as Engineer shall invoice Owner, provided, however said charges shall be in accordance with Engineer's current rate schedule at the time the costs are incurred. Engineering and inspection costs so incurred shall be deducted from Contractor's progress payments.

17.07 WAIVER OF CONSEQUENTIAL DAMAGES

- A. Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract or the Work. This mutual waiver includes but is not limited to:
 - 1. damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit in connection with any other project or anticipated project.
- B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or default. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Contractor also waives any Claim for consequential damages against Engineer where such Claims arise out of or relate in any way to the Project or the Contract Documents.

17.08 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.

17.09 CONTROLLING LAW

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

17.10 HEADINGS

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

END OF SECTION

**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement Section 00 72 00 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined and have the meanings assigned to them in Section 00 72 00 - General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. SGC-1.01 Defined Terms

- 1. The definition for "Substantial Completion" in shall be revised as follows:

Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the Engineer's written recommendation of final payment in accordance with Article 14.11 of Section 00 72 00 - General Conditions. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

B. SGC-5.03.D Additional Insured

- 1. Add the following language at the end of Article 5.03.A.4 of the Section 00 72 00 - General Conditions:

Additional named insured on Owner's and Contractor's Protective Policy shall include Wade Trim, Inc.

C. SGC-5.04 Limits of Liability

- 1. The required limits of liability for insurance coverages requested in Article 5.03 of Section 00 72 00 - General Conditions shall be not less than the following:

SGC-5.04.A Worker's Compensation

Coverage A – Compensation: Statutory

Coverage B – Employer's Liability

Each Accident: \$100,000

Disease – Policy Limit: \$100,000

Disease – Each Employee: \$100,000

SGC-5.04.B Comprehensive General Liability

General Aggregate: \$1,000,000

Products – Com/Ops Aggregate: \$1,000,000

Personal and Advertising Injury: \$500,000

Each Occurrence: \$500,000

Fire Damage (any one fire): \$50,000

Medical Expense (any one person): \$5,000

SGC-5.04.C Comprehensive Automobile Liability

Bodily Injury: \$500,000

Property Damage: \$200,000

or combined single limit: \$1,000,000

SGC-5.04.D Owner's Protective - Coverage shall be Occurrence Form

General Aggregate:\$1,000,000

Each Occurrence: \$1,000,000

SGC-5.04.E Builder's Risk-Installation Floater

Cost to Replace at Time of Loss

SGC-5.04.F Umbrella or Excess Liability: \$2,000,000

D. SGC- 12.04 Lump Sum Work

1. Add the following new paragraph after Article 12.03 of Section 00 72 00 - General Conditions, which is to read as follows:

12.04 LUMP SUM WORK

- a. When additional work or deletion of work, which is covered by a lump sum item, is required due to a modification, not a normal overrun or underrun in estimated quantities, payment or credit for the work will be based upon apparent unit prices which will be derived by dividing the lump sum price by the estimated plan quantities.
- b. Renumber subsequent paragraphs accordingly.

E. SGC-18 Liquidated Damages

1. Liquidated damages, if applicable, are referenced in the Proposal and Agreement. The requirements for liquidated damages should be included herein.

ARTICLE 18 LIQUIDATED DAMAGES

- a. If the Contractor shall fail to Substantially Complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the Contractor's progress payments.
- b. Contractor shall not be charged with liquidated damages or any excess cost when the delay in Substantial Completion of the Work is due to the following and the Contractor has given written notice of such delay within seven (7) calendar days to Owner or Engineer.
- c. To any preference, priority or allocation order duly issued by the Owner.
- d. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- e. To any delays of subcontractors occasioned by any of the causes specified in Items A and B of this Article.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Project includes the demolition of three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. Work includes the remove of the wet well structure to 18 inches below existing grade, removing gates, piping, wiring and other ancillary equipment and appurtenances from within the wet well, as well as bulkheading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 50 00 - Temporary Facilities and Controls

1.03 WORK BY OTHERS

- A. There is no other work in the Project area, known to the Owner, which would affect this Contract.

1.04 RIGHT-OF-WAY JURISDICTION/PERMITS

- A. Roads and streets in the vicinity of the Project are under the jurisdiction of the City of Flint.
- B. The Flint River is under the jurisdiction of the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- C. Soil erosion and sedimentation control is under the jurisdiction of the Genesee County Drain Commission.
- D. Contractor shall secure any permits required by the agency having jurisdiction, shall abide by all rules and regulations of each, and shall pay all costs in connection with the permits. Contractor shall pay for all permit and inspection fees as the agencies may charge to ensure compliance with their requirements.

1.05 COORDINATION

- A. A shutoff notice shall be delivered by the Contractor to all affected residences and businesses a minimum of two days before any water main is shut off for construction.
- B. Whenever an existing gate valve must be opened or closed, the City of Flint's Water Department shall be notified. Valves shall be opened or closed only by the City's Water Department.
- C. While both existing and new fire hydrants are in place, the Contractor shall clearly mark those hydrants not in service and notify the City of Flint's Fire Department of hydrants not in service.
- D. It shall be the responsibility of the Contractor to coordinate his operations and those of his subcontractors in such a manner so as to avoid interference and delays in the areas of common construction activities.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall maintain his construction operations within the presently existing road rights-of-way and easements throughout the Project area. In the event that the Contractor deems it necessary or advisable to operate beyond the limits of the existing rights-of-way or easements, he shall be responsible for making special written agreements with the property owners and shall furnish such copies of agreement to the Owner.

1.07 PHOTOGRAPHS

- A. Photographs as specified in Section 01 33 00 shall be required for this Project.

1.08 AUDIO/VIDEO ROUTE SURVEY

- A. An audio/video route survey as specified in Section 01 33 00 shall be required for this Project. Complete coverage shall include the area shown in the Contract Drawings.
- B. The audio/video route survey shall be on USB Flash Drive.

1.09 ENGINEER'S FIELD OFFICE

- A. An Engineer's Field Office as specified in Section 01 50 00 shall be required for this Project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 GENERAL

1.01 PRECONSTRUCTION MEETING

- A. Prior to the delivery of materials or the start of any construction, the Contractor shall request a Preconstruction Meeting from the Engineer. A minimum three (3) working days' notification to meeting participants shall be required.
- B. Schedule:
 - 1. Engineer will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. Contractor shall notify major Subcontractors.
- C. Attendance:
 - 1. Owner
 - 2. Engineer
 - 3. Contractor
 - 4. Major Subcontractors
 - 5. Utility Companies
 - 6. Safety Representatives
 - 7. Governmental Agencies
- D. Agenda:
 - 1. Distribution by the Contractor and discussion, review and acceptance of:
 - a. List of names and telephone numbers for superintendent, foreman and other key personnel.
 - b. List of major Subcontractors and Suppliers.
 - c. Projected construction preliminary progress schedules.
 - d. Preliminary schedule of Shop Drawings and Sample submittals.
 - e. Estimated monthly payment schedule and schedule of values.
 - 2. Critical Work sequencing.
 - 3. Major equipment deliveries and priorities.
 - 4. Project coordination.
 - 5. Responsibilities of Owner, Engineer, Contractor and other agencies.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Record Documents.

9. Use of premises.
 10. Construction facilities, controls and construction aids.
 11. Temporary utilities.
 12. Safety and first aid procedures.
 13. Security procedures.
 14. Housekeeping procedures.
 15. Testing
- E. Minutes:
1. Engineer will prepare and distribute copies to participants within seven (7) days of meeting. Participants shall report corrections and comments within ten (10) days of receipt of minutes.

1.02 PROGRESS MEETINGS

- A. Periodic Progress Meetings will be held as required by the progress of the Work.
- B. Schedule:
1. Engineer will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. Contractor shall notify major Subcontractors.
- C. Attendance:
1. Engineer
 2. Contractor
 3. Subcontractor as appropriate to the agenda.
 4. Suppliers as appropriate to the agenda.
 5. Others
- D. Agenda:
1. Review minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Review field observations, problems, conflicts.
 4. Review problems which impede Construction Schedules.
 5. Review of off-site fabrication, delivery schedules.
 6. Review corrective measures and procedures to regain projected schedule.
 7. Review revisions to Construction Schedules.
 8. Review plan progress, schedule, during succeeding Work period.
 9. Review coordination of schedules.
 10. Review submittal schedules; expedite as required.
 11. Review maintenance of quality standards.
 12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other Contracts of the Project.
 13. Other business.

E. Minutes:

1. Engineer will prepare and distribute copies to participants and the Owner within seven (7) days of meeting for review at the next meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Contractor shall submit Shop Drawings, product data, and Samples, as required by the individual Specification sections, to the Engineer for review in accordance with the provisions of Section 00 72 00 - General Conditions.

1.02 PROGRESS SCHEDULES

- A. Contractor shall submit one (1) electronic copy in PDF format of Progress Schedules indicating the starting and completion dates of the various stages of the Work and estimated payments to the Engineer.
 - 1. Proposed Progress Schedules shall be submitted to the Engineer prior to the pre-construction meeting.
 - 2. Contractor shall distribute hard copies of the Progress Schedules during the pre-construction meeting for discussion.
 - 3. Progress Schedules shall be updated by the Contractor and submitted electronically (in PDF format) to the Engineer, as a part of applications for progress payments, through completion of the Work. Failure to update Progress Schedule may be the basis for rejection of Applications for Progress Payments.

1.03 SHOP DRAWING SCHEDULE

- A. Contractor shall submit one (1) electronic copy in PDF format of the Shop Drawing Schedule indicating the individual items and submission dates to the Engineer.
 - 1. A preliminary Shop Drawing Schedule in accordance with the requirements in Section 00 72 00 shall be submitted by the Contractor prior to the pre-construction meeting.
 - 2. Contractor shall distribute hard copies of the Shop Drawing Schedule during the pre-construction meeting for discussion.
 - 3. A final electronic copy of the Shop Drawing Schedule (in PDF format) shall be submitted by the Contractor at least ten (10) days prior to submitting the first Application for a Payment.

1.04 SCHEDULE OF VALUES

- A. Contractor, if applicable, shall submit one (1) electronic copy in PDF format Schedule of Values of the Work to the Engineer.
 - 1. A preliminary Schedule of Values shall be submitted by the Contractor prior to the pre-construction meeting.
 - 2. Contractor shall distribute hard copies of the Schedule of Values during the pre-construction meeting for discussion.
 - 3. A final Schedule of Values (in PDF format), prepared in accordance with the Section 00 72 00 and presented in sufficient detail to serve as the basis for payments during construction, shall be submitted to the Engineer for review at least ten (10) days prior to submitting the first Application for Payment.

1.05 APPLICATIONS FOR PAYMENT

- A. Contractor shall submit one (1) electronic copy in PDF format Applications for Payment to the Engineer in accordance with the provisions of Article 14 of Section 00 72 00.
- B. Applications for Payment shall be made on forms provided by or approved by the Engineer.

1. Samples of the Contractor's Application for Payment, Payment Schedule and Engineer's Certificate for Payment forms are included in the Contract Documents and can be obtained in digital format from the Engineer.
- C. Copies of these forms, with Project specific information completed by the Engineer, will be given to the Contractor at the preconstruction meeting or, if applicable, after approval of the final Schedule of Values.
- D. Contractor shall submit a completed Payment Schedule with an executed Contractor's Application for Payment and Contractor's Declaration to the Engineer not more often than once per month.
- E. Engineer will certify payments with the use of Engineer's Certificate for Payment.

1.06 SHOP DRAWINGS

- A. Shop Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to plan sheet number, detail number if applicable, and Specification Section number, and article number.

1.07 PRODUCT DATA

- A. Product Data shall be presented in a clear and thorough manner identified the same as the Shop Drawings. Included with the information shall be performance characteristics and capacities depicting dimensions and clearances required.
- B. Manufacturer's standard schematic drawings and diagrams shall be modified to delete information which is not applicable to the Work. Manufacturer's standard information shall be supplemented to provide information specifically applicable to the Work.

1.08 SUBMISSION REQUIREMENTS

- A. Contractor shall make Submittals in accordance with the approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. No damages will be awarded, or extension of time granted, due to the Shop Drawing and product data review process.
- B. Contractor shall submit an entire package of Shop Drawings and Product Data information for major items of Work so that the Engineer can review the package as a unit.
- C. Contractor shall submit one (1) electronic copy in PDF format of Shop Drawings and Product Data information containing the following information at a minimum:
 1. Field dimensions clearly identified as such.
 2. Relation to adjacent or critical features of the Work or materials.
 3. Applicable standards, such as ASTM or Federal Specification Numbers.
 4. Identification of deviations from Contract Documents.
 5. Identification of revisions on resubmittals.
 6. Project Title, Date of Submission, Date of Previous Submission, and Specification Section number.
- D. Contractor shall initial or sign Shop Drawings and Product Data submittals, certifying the Contractor's review and approval of Submittal per Section 00 72 00; verification of products, field measurements, field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
- E. Engineer shall initial or sign Shop Drawings and Product Data submittal and shall indicate the status of the Submittal, or requirements for resubmittal. Engineer shall return to the Contractor one (1) electronic copy of the Shop Drawing and/or Product Data submittal (in PDF format) for distribution or for resubmission.

1.09 ENGINEER'S REVIEW

- A. Upon receipt of any Submittal defined above, the Engineer will:
 - 1. Check each for completeness, clarity, correctness, cohesiveness, legibility, and reproducibility.
 - 2. Review each only for general conformity with the Contract Documents as specified in Section 00 72 00.
- B. After review of any Submittal, the Engineer will appropriately affix a stamp, electronic notation box or other means, signifying the Submittal as having received full consideration and review.
- C. The "status" of any such Submittal or portion thereof, as appropriate, will be evidenced by any one or more of the following notations clearly signified by a "X" or other similar mark placed in the box adjacent to the notation:
 - 1. Notations for Engineer's Review:
 - a. No Exceptions Taken
 - b. Note Markings
 - c. Comments Attached
 - d. Rejected
 - 2. Notations for Response Required by Contractor:
 - a. None
 - b. Confirm
 - c. Resubmit
- D. Notation Meanings:
 - 1. Elements marked "No Exceptions Taken" indicate that the Contractor may commence with construction, fabrication or purchase of such items.
 - 2. Elements marked "Note Markings" indicate that the Contractor may commence with construction, fabrication or purchase of such items.
 - a. Proceeds in strict accordance with the Engineer's notes and/or required corrections/deletions/additions indicated thereon;
 - b. Pending appropriate response by the Contractor as further noted.
 - 3. Elements marked "Comments Attached" indicate that further comments or explanations have been affixed to the Submittal, which may require action(s) by the Contractor as further noted.
 - 4. Elements marked "Rejected" indicate that the Contractor must make the required corrections as shown or noted and resubmit such items to the Engineer for further review.
 - 5. Elements marked "None" indicate that the Submittal requires no further action by the Contractor.
 - 6. Elements marked "Confirm" requires the Contractor to provide affirmation to the Engineer regarding comments, notes, markings, etc. made by the Engineer, and to affirm that the Contractor will comply with the comments, notes, markings, etc.
 - 7. Elements marked "Resubmit" indicate that the Contractor may not commence with construction, fabrication or purchase of such items, and that the Contractor must resubmit items for review that comply with the Contract Documents in the event that those originally submitted do not, or with any comments, notes, markings, etc. made by the Engineer.

1.10 RESUBMISSION REQUIREMENTS

- A. Contractor shall make all corrections or changes in the Submittals required by Engineer and resubmit. Contractor shall indicate any changes which have been made other than those requested by the Engineer.

1.11 MANUFACTURER'S OPERATION AND MAINTENANCE DATA

- A. Contractor shall submit one (1) electronic copy in PDF format and one (1) bound copy of all operation and maintenance data required per the various Specification sections.
 - 1. Prior to 50% completion of the Project, Contractor shall have submitted one (1) acceptable copy to the Engineer for review.
- B. Final copies of the operation and maintenance data shall be bound in a suitable number of 3-inch or 4-inch, 3-ring hard cover binders. Permanently imprinted on the cover shall be the words "Manufacturer's Operation and Maintenance Data", Project title, location of the Project, and the date. A table of contents shall be provided in the front of each binder to list the various sections in the manual.
- C. The information to be provided in each section of the manual, for each piece of equipment and project component shall include, but not be limited to, detailed equipment drawings; sections cut through all of the major equipment and subassemblies; installation and operational procedures; complete wiring and piping schematics; lubrication materials and procedures; maintenance procedures; and parts lists complete enough to permit identification of parts by nomenclature, manufacturer's part number and use.
- D. At the front of each section a maintenance schedule shall be provided for each piece of equipment in the section.
 - 1. The schedule shall display the daily, weekly, monthly, semi-annual, annual or fraction thereof, lubrication and preventative maintenance required in order to meet warranty conditions and the manufacturer's recommendations for optimum performance and life of the unit.
 - 2. A common schedule format is to be developed and used for all of the sections. Photocopies or reproductions of the manufacturer's literature will not be accepted.

1.12 AUDIO/VIDEO ROUTE SURVEY

- A. When required in Section 00 42 43 - Proposal or Section 01 11 00 - Summary of Work, the Contractor shall furnish the Engineer with an "Audio/Video Route Survey" record of the existing conditions prior to the start of construction. Contractor must enlist the services of a firm having a minimum of one (1) year experience in audio/video recording of construction projects.
- B. Prior to beginning the audio/video recording, the Contractor shall review with Engineer the Project requirements to ensure that the audio/video is adequate for its intended purpose. Owner shall have the authority to designate areas for which coverage may be added or omitted. The audio/video recording shall be done prior to placement of materials or equipment on the construction area and furnished one (1) week prior to the pre-construction meeting.
- C. Format:
 - 1. Audio/Video route survey shall be submitted in the format(s):
 - a. Audio/video route survey submission shall be on USB media
 - b. Format: USB – Video
 - c. Video Encoding: Highest available bit rate (6-9 Megabit), 60 fields per second interlaced video
 - d. Audio Encoding: Uncompressed stereo wave or stereo Dolby Digital (256 kilobit or better)

- e. Aspect Ratio: 4x3 (720x480 pixels)
 - f. No Macrovision or other copy protection encoding. No region code or region code 1.
- D. Complete coverage shall include all surface features located within the public right-of-way, easement areas and adjacent private properties up to building line when such properties lie within the zone of influence of construction and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culvert, headwalls, retaining walls, and buildings located within such zone of influence. Video coverage shall be clear enough to identify cracks, depressions, holes and other defects in existing surfaces.
- E. Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system can be located by reference. In all instances, however, location shall be identified by audio or visual means at intervals not-to-exceed 100 linear feet (30 m) in the general direction of travel.
- F. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall be not less than 12 feet (3.5 m) to ensure proper perspective. The rate of speed in the general direction of travel of the conveyance used during recording shall not exceed 30 feet/minute (10 m/min). Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that stop action during play-back will produce clarity of detail of the object viewed.
- G. Video recordings must, by electronic means, display continuously and simultaneously generated transparent digital information in the upper left hand third of the screen to include the date and time of recording, as well as the corresponding engineering stationing numbers as shown on the Contract Drawings.
- 1. The date information will contain the month, day, and year. For example, mm/dd/yy, and be placed directly below the time information.
 - 2. The time information shall consist of hours, minutes, and seconds, separated by colons. For example, hh:mm:ss.
- H. Engineering stationing numbers must be continuous, accurate and correspond to the Project stationing and must include the standard engineering symbols. For example, Station 14+84.
- I. Recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten (10) percent of the ground area is covered with snow or standing water, unless otherwise authorized by the Owner.
- J. In some instances, audio/video coverage may not be suitable for recording necessary details. In such instances, the Owner may specify still photographs to provide coverage. One (1) color photograph shall be provided in accordance with this Section with a suitable description of the photograph's location.
- K. Any portion of the Audio/Video Route Survey of insufficient quality as determined by the Engineer shall be redone by the Contractor at no additional cost to the Owner.
- L. Each USB shall be properly identified with the Project Title, location, time, and date in a manner acceptable to the Owner.

1.13 PHOTOGRAPHS

- A. When required in Section 00 42 43 - Proposal or 01 11 00 - Summary of Work, the Contractor shall furnish the Engineer with a total of 6 to 10 digital color photographs each month during construction of the Project, unless some other number and times is specified in Section 01 11 00 - Summary of Work.
- B. Photos shall be in digital format (i.e., JPEG, TIFF, GIF, PNG or PDF) and shall have a minimum resolution of 300 dpi.

- C. The following information shall be placed on the photo itself or embedded in the digital file:
 - 1. Project Title
 - 2. Contract Number
 - 3. Description of photo's content
 - 4. Date and Time of photo
- D. Contractor shall submit photographs monthly along with the Application for Payment as described in Article 14 of Section 00 72 00 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00 QUALITY CONTROL

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Sampling of materials will be made by the Engineer in accordance with the methods designated by the Specifications. Contractor shall furnish such facilities as the Engineer may require for collecting, storing, and forwarding samples to the Laboratory. Contractor in all cases shall furnish the required samples to the Owner without charge.

1.02 TESTS OF MATERIALS

- A. Materials in the Work shall meet the requirements of the Contract Documents.
- B. Tests of materials will be made as specified herein. Engineer shall at all times have access to all materials intended for use in the Work as well as to the plants where such materials are produced. Plant inspection may be made if the quantities are sufficient to warrant such inspection and if it is to the best interest of the Owner. In any case materials may be either inspected or tested when received on the Project.
- C. Materials shall not be used until approval has been received from the Engineer. Approval of materials at the producing plant does not constitute a waiver of the Engineer's right for re-examination at the Project site.
- D. The standards for testing materials unless otherwise specified, shall be as established by the American Society for Testing and Materials (ASTM). Tests of materials will be made in accordance with the methods described or designated in the Specifications.
- E. The sampling and testing of all materials not specifically mentioned shall be done by generally accepted methods, unless otherwise specified by the Engineer.

1.03 CERTIFICATION OF MATERIALS

- A. At the request of the Engineer, the Contractor shall provide the Engineer with certification that the various materials to be used conform to the standards referred to in the Contract Documents.

1.04 SOURCE QUALITY CONTROL

- A. Testing identified in these specifications as Quality Control, which is required to establish quality of materials, equipment or fabricated items, shall be paid for by the Contractor unless otherwise noted.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SITE ACCESS AND PARKING

- A. Contractor shall locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract. Access drives and parking areas shall be hard surfaced unless otherwise approved by the Engineer.
- B. Contractor shall maintain driveways a minimum of 15 feet (5 meters) wide between and around combustible materials in storage and mobilization areas.
- C. Contractor shall maintain traffic areas as free as possible of excavated materials, construction equipment, products, snow, ice, and debris.
- D. Contractor shall not utilize existing parking facilities for construction personnel or for Contractor's vehicles or equipment, unless written permission from owner of parking facility is obtained.

1.02 TRUCKING ROUTE AND PUBLIC ROAD MAINTENANCE

- A. Prior to the start of construction, the Contractor shall submit for review a schedule and list indicating the streets and roads within the municipality that his equipment will use off the Project site.
- B. Contractor shall comply with all safety requirements, weight restrictions and speed limits.
- C. Gravel and dirt roads or streets used shall be maintained by grading, placing dust palliatives and maintenance gravel in sufficient quantities to eliminate dust and maintain traffic.
- D. Paved streets shall be maintained in a reasonable state of cleanliness and the Contractor shall remove accumulations of debris, dirt or mud caused by his operations. Removal shall be done in such a manner as to prevent the release of dust. This shall be done at least every day at the close of each day's operation or additionally when requested by the Engineer.
- E. Any roads or streets damaged by the Contractor's operations, shall be repaired or removed and replaced to satisfactions of the agency having jurisdiction at no additional cost to the Project.
- F. In order to ensure adequate street maintenance and restoration as outlined above, the Contractor may be required to deposit with the Agency having jurisdiction a cash Road Protection Bond. This Bond, if required, will be held in escrow until final release is given by the Agency having jurisdiction.
 - 1. In the event the Contractor fails or neglects to maintain or restore the streets to the satisfaction of the Agency having jurisdiction, the Agency having jurisdiction shall have the required maintenance or restoration work done and the cost incurred shall be deducted from the Road Protection Bond.
 - 2. At the completion of the Project, the Agency having jurisdiction shall return the Road Protection Bond less any monies expended by the Agency having jurisdiction and shall render to the Contractor an accounting of all monies so expended.
- G. Contractor shall not store any equipment, supplies, construction material or excess excavated material on any roads or streets unless otherwise approved by the Engineer.

1.03 EMERGENCY ACCESS

- A. Contractor shall at all times provide emergency access to property in the vicinity of the construction for police vehicles, fire equipment, ambulances or other emergency vehicles to protect life, health and property. Areas damaged by emergency vehicles shall be restored by the Contractor at no additional cost to the Owner.

1.04 PRIVATE OR PUBLIC ROADS, SIDEWALKS, AND PARKING AREAS

- A. Where public roads, driveways, parking areas and sidewalks are encountered throughout the community, the Contractor shall maintain those portions affected by the construction operations in a passable condition until such time as final restoration of these improvements can be made as specified.
 - 1. If, in the opinion of the Engineer, the public safety is in danger or the necessity exists for maintaining traffic, the Engineer may direct that backfilling be completed immediately.
 - 2. In the event that the necessary backfill material and equipment are not available when direction is given for immediate backfill, the trench shall be backfilled with native material to provide for the necessary maintenance of traffic and safety; however, the native material shall be removed within 48 hours and the trench properly backfilled as specified.
- B. Where private roads are encountered throughout the community, the Contractor shall maintain those portions affected by its construction operations in a passable condition. These roads shall be maintained by the use of 21A road maintenance gravel, stone or slag.
 - 1. In the event the original subbase has been destroyed, the Contractor shall furnish and install 1-inch to 2-inch aggregate to stabilize the existing subbase.
- C. Upon completion of the construction activities, the Contractor shall shape and regrade these roads leaving them in a condition as good as or better than original, and adequate for normal travel.

1.05 ROAD CLOSING

- A. No street, road or section thereof shall be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by the agency with jurisdiction over the roads. Prior to closing a street, road, or section thereof, the Contractor shall provide the Engineer with a copy of a detour plan approved by the agency having jurisdiction over the roads.
- B. In the event roads or streets are to be closed, the Contractor shall notify the local fire department, police department, local road authority, ambulance and emergency services, Department of Public Works, public transit authority and public school system daily as to what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and when the streets will be reopened to traffic. Contractor shall designate one responsible employee to carry out the requirements of this condition.
- C. During the time that the road is closed, the Contractor shall make provision for trash, leaf, and rubbish pickup.

1.06 MAINTAINING TRAFFIC

- A. Contractor shall provide access for local traffic to property along the Project by means of temporary roads, drives, culverts or other means approved by the Engineer. Contractor shall grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.
- B. Where the shoulder is used to maintain traffic, the shoulder shall be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans.
- C. If the construction work is suspended due to weather conditions, winter shut down or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for the proper maintenance of traffic. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as necessary to safely maintain traffic and as determined by the Engineer.
- D. Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.

- E. Contractor shall furnish, erect and maintain all signs, barricades, lights, and traffic regulators, in accordance with the requirements of the current "Michigan Manual of Uniform Traffic Control Devices".
 - 1. Furnish all flagmen and watchmen as are necessary to maintain and safeguard traffic along the entire Project. Failure to comply with these requirements may be cause for the Owner to issue a stop Work order, which shall remain in effect until all necessary devices are in place and operational. The issuance of a stop Work order shall not be reason for granting additional compensation or an extension to the Contract Time.
 - 2. Furnishing, installing, and maintaining traffic control devices shall be incidental to the Project unless otherwise provided for in the Proposal.

1.07 EXISTING SIGNS

- A. No stop sign, traffic control or warning device or sign shall be taken down until the agency having jurisdiction over the roads has been notified and arrangements for the immediate reinstallation has been made. Contractor shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled. Signs removed shall be replaced with signs meeting requirements of the agency having jurisdiction over the roads.

1.08 TEMPORARY ELECTRICITY AND LIGHTING

- A. Contractor shall be responsible for and pay all costs for the installation and removal of circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords and shall pay all costs of electrical power used.
- B. Electrical wiring and distribution shall conform to the National Electrical Code as adopted by the State of Michigan.

1.09 TELEPHONE

- A. Contractor is required by MIOSHA regulations to provide telephone service for contacting emergency services. Such emergency telephone service shall also be available for the use of the Owner and Engineer whether or not a field office is required for the Project. Emergency phone numbers are required to be posted per MIOSHA regulations.

1.10 USE OF WATER

- A. Contractor shall acquire any and all permits, post any bonds and pay all fees required by the local agency having jurisdiction prior to using any hydrant or any other source of water. Contractor shall reimburse the local community for all water consumed during course of the Project at the current rate as set by the agency having jurisdiction.

1.11 SANITARY PROVISIONS

- A. Contractor shall be responsible for installation, maintenance and removal of temporary sanitary facilities per MIOSHA regulations for use of construction personnel including the OWNER and Engineer. Rules and regulations of the State and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

1.12 POTABLE WATER

- A. Contractor shall furnish a supply of potable water per MIOSHA requirements, available for use of construction personnel including the Owner and Engineer.

1.13 MEDICAL SERVICES AND FIRST AID

- A. Contractor shall furnish first aid supplies and a person trained in first aid with a valid first aid certificate, per MIOSHA requirements, available for use of construction personnel including the Owner and Engineer. Contractor shall also furnish a communication system for contacting

emergency services. The telephone numbers of the physician, hospital, or emergency services shall be conspicuously posted at the job site.

1.14 BUS STOPS AND SHELTERS

- A. Prior to the start of any construction, the Contractor shall notify the transit authority that has bus stops within the area of the Work. Removal, relocation and/or replacement of signs and/or benches shall be the responsibility of the Contractor in accordance with any requirements of the transit authority. The cost shall be incidental to the Project.

1.15 BY-PASS PUMPING

- A. Contractor shall maintain flow in existing sewers at all times by pumping, bypassing, or fluming as necessary. During wet weather events, the flow in the sewer will rise rapidly and may become surcharged. Contractor shall maintain flow in such a manner as the existing flow can be adequately transported including wet weather flow. Contractor shall furnish, install, operate, and maintain temporary pumping facilities to service the upstream area including piping, temporary channels, pumps, sumps, controls, temporary plugs, and bulkheads.
- B. For sanitary sewerage, by-pass piping shall be PVC Schedule 80, ABS truss pipe, equivalent with solvent welded joints, or HDPE with butt fused joints. Flexible hoses of whatever types are not acceptable. Bypassed flow shall be discharged to a sanitary sewer of acceptable size to handle the bypassed and existing flows. Contractor shall plan construction operations such that there will be no backups, leaks, or discharges of pollutants.
- C. Contractor shall also furnish and have available on-site, redundant pumping facilities in case of any failure of the pumping system including pumps, piping, electrical, connections, etc. Redundant pumping facilities also include having a backup power generator in case the primary power source fails. Contractor shall provide an adequate labor force to oversee the by-pass pumping including providing labor to maintain 24 hour per day operation and emergency backup service.
- D. Costs for pumping and by-passing flow shall be included in the unit price bid for other items of Work unless otherwise specified in the Proposal.
- E. Contractor shall submit a by-pass pumping/diversion scheme to the Engineer for approval not less than 15 days prior to any anticipated by-pass pumping/diversion. By-pass plan shall include pumping capacity and expected flow rates.

PART 2 PRODUCTS

2.01 BARRICADES, ARROW BOARDS, TEMPORARY PAVEMENT MARKINGS, AND TEMPORARY SIGNS

- A. Barricades, Arrow Boards, Temporary Pavement Markings, Temporary Signs, and other traffic control devices shall be in accordance with the current edition of the MDOT Standard Specifications for Construction, and the current edition of the "Michigan Manual of Uniform Traffic Control Devices".

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes furnishing, installing, maintaining, and removing at project completion, Soil Erosion and Sedimentation Control devices. Devices include silt fence, straw bales, turbidity barriers, temporary gravel construction entrance/exits, inlet filters, ditch sediment traps, etc.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 89 00 - Site Construction Performance Requirements
- B. Section 31 22 00 - Grading
- C. Section 32 92 19 - Seeding

1.03 REFERENCE STANDARDS

- A. ASTM D4355/D4355M: Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus
- B. ASTM D4491/D4491M: Standard Test Methods for Water Permeability of Geotextiles by Permittivity
- C. ASTM D4533/D4533M: Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- D. ASTM D4632/D4632M: Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
- E. ASTM D4751: Standard Test Methods for Determining Apparent Opening Size of a Geotextile
- F. ASTM D6241: Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile- Related Products Using a 50-mm Probe

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Contractor shall secure all permits, and post all bonds or deposits required to comply with the "Soil Erosion and Sedimentation Control," requirements, being Part 91 of PA 451 of 1994 as amended and the National Pollution Discharge Elimination System (NPDES) Rules for storm water discharges from construction activity.
- B. Comply with requirements of the agency having jurisdiction. Owner may withhold payment to Contractor equivalent to any fines resulting from non-compliance with applicable regulations.

1.05 PERFORMANCE REQUIREMENTS

- A. Employ Best Management Practices as defined by standard EPA 832-R-92-005.
- B. Put preventative measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- C. Control increased storm water runoff due to disturbance of surface cover due to construction activities for this Project.
- D. Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this Project.
- E. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall event that might occur in 10 years.

- F. Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this Project. Prevent windblown soil from leaving the project site. Comply with fugitive dust ordinances of agencies having jurisdiction. Prevent tracking or flowing of mud and sediment onto public or private roads, sidewalks or pavements outside of the site.
- G. Prevent sedimentation of waterways on or off the project site, including rivers, streams, lakes, ponds, open drainage ditches, storm sewers, and sanitary sewers. If sedimentation occurs, install or correct preventative measures immediately at no cost to Owner. Comply with requirements of agencies having jurisdiction.
- H. Maintain temporary preventative measures until permanent measures have been established. Remove temporary measures when permanent measures have been established.
- I. If erosion or sedimentation occurs due to non-compliance with these requirements, remove deposited sediment or restore eroded areas at no cost to Owner.

1.06 SUBMITTALS

- A. Submit schedule of Soil Erosion and Sedimentation Control activities to agency having jurisdiction. Include events (with days and/or dates of the various activities) for review and approval prior to obtaining a permit.
- B. Contractor must provide evidence of Storm Water Operator license.

PART 2 PRODUCTS

2.01 SILT FENCE

- A. Polypropylene geotextile fabric, resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; meeting the following requirements:
 1. Average Opening Size: 30 US std Sieve, maximum; ASTM D4751.
 2. Permittivity: 0.05 sec-1, minimum; ASTM D4491/D4491M.
 3. Ultraviolet Resistance: Retaining at least 70% of tensile strength; ASTM D4355/D4355M after 500 hours exposure.
 4. Tensile Strength: 100 lb - f minimum, in cross-machine direction; 124 lb - f minimum in machine direction; ASTM D4632/D4632M.
 5. Elongation: 15 to 30%; ASTM D4632/D4632M.
 6. Tear Strength: 55 lb - f minimum; ASTM D4533/D4533M.
- B. Posts shall be 2 inch cross section hardwood stakes, minimum 3 feet long.

2.02 BONDED FIBER MATRIX

- A. Bonded fiber matrix (BFM) shall consist of long strand, residual, softwood fibers joined together by a high-strength, nontoxic adhesive. BFM shall be 100% biodegradable, and be non-toxic to fish, wildlife, and humans. Upon drying the matrix shall form a high strength, porous and erosion resistant mat that shall not inhibit the germination and growth of plants. BFM shall retain its form despite re-wetting.
- B. Bonded fiber matrix shall consist of:
 1. Seed and Fertilizer per Section 32 92 19.
 2. Wood Fiber Mulch: Thermo-mechanically defibrated long, softwood fibers manufactured from select northern softwood wood chips.
 3. Polyacrylamide Binder: Site specific, fully biodegradable, polyacrylamides (PAM's) binders, with cross-linking long organic jute fibers

- C. Materials shall be mixed at the rate of 80 lbs per acre of PAM binder and 2500 lbs per acre of wood fiber mulch.

2.03 INLET FILTER FABRIC

- A. Filter fabric shall be constructed of 100% continuous polyester needle-punched non-woven engineering fabric. Filter fabric shall be fabricated to provide a direct fit with the drainage structure cover. Filter fabric shall have the following minimum physical properties.
- B. Tensile Strength: 80 lb - f minimum; ASTM D4632/D4632M
- C. Elongation: 50 percent minimum; ASTM D4632/D4632M
- D. CBR Puncture Strength: 300 lb f minimum; ASTM D6241
- E. Trapezoidal Tear: 70 lb - f minimum; ASTM D4533/D4533M
- F. Flow Rate: 80 gal/min/sft minimum; ASTM D4491/D4491M
- G. Permittivity: 1.4 sec -1 minimum; ASTM D4491/D4491M
- H. Apparent Opening Size: 100 US std Sieve maximum; ASTM D4751
- I. UV-Stability: 70% retained strength; ASTM D4355/D4355M after 500 hours.

2.04 ACCEPTABLE MANUFACTURERS

- A. Acceptable manufacturers include the following:
 - 1. Turbidity Barrier: Tough Guy Type II by Aer-flo Canvas Products, Inc.
 - 2. Wood Fiber Mulch: EcoFibre by Canfor Corporation.
 - 3. Polyacrylamide Binder: HydroTurboNet by Straw Net, Inc.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to the greatest extent possible.
- B. Except in areas to be cleared, do not remove, cut, deface, injure or destroy trees or shrubs without Engineer's approval. Protect existing trees or shrubs that are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations, with suitable fences or other means as approved by Engineer.

3.02 PREPARATION

- A. Review the drawings and Storm Water Pollution Prevention Plan (SWPPP).
- B. Revise SWPPP as necessary to address potential pollution from site identified after issuance of the SWPPP at no additional cost to Owner.
- C. Conduct storm water pre-construction meeting with Site Contractor, all ground-disturbing Subcontractors, site Engineer of record or someone from their office familiar with the site and SWPPP, and state or local agency personnel in accordance with requirements of the special conditions.
- D. Schedule work so that the soil surfaces are left exposed for the minimum amount of time. Place permanent soil and sedimentation control measures as soon as practical.

3.03 GENERAL

- A. Do not discharge excavation ground water to the sanitary sewer, storm sewer, or to rivers, streams, etc. without authorization from the agency having jurisdiction. Construction site runoff will be prevented from entering any storm drain, river, stream, etc. directly by the use of silt

fences or other suitable methods. Contractor shall provide erosion protection of surrounding soils.

- B. Sedimentation control devices shall be installed prior to Contractor beginning Work. Soil erosion and sedimentation control devices shall be maintained in an effective functioning condition at all times during the course of the Work.
- C. Immediately bring earthwork to final grade and protect sideslopes and backslopes from erosion. Plan and conduct earthwork to minimize duration of exposure of unprotected soils.

3.04 INSTALLATION - GENERAL

- A. Install silt fences, ditch sediment traps, check dams, inlet filters, temporary gravel construction entrance/exits, turbidity barriers, erosion control blankets and other soil erosion control devices in accordance with the drawings and Storm Water Pollution Prevention Plan, or as may be dictated by site conditions in order to maintain the intent of the specifications and permits.
- B. Deficiencies or changes on the drawings or SWPP shall be corrected or implemented as site conditions change. Changes during construction shall be noted in the SWPP and posted on the drawings.
- C. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct Contractor to provide immediate permanent or temporary pollution control measures.
- D. Remove temporary control devices after permanent measure are established. Remove and replace temporary control devices if they become ineffective at no additional cost to Owner.
- E. Contractor shall incorporate permanent erosion control features, paving, permanent slope stabilization, and vegetation into project at earliest practical time to minimize need for temporary controls.
- F. Contractor shall permanently seed and mulch cut slopes as excavation proceeds to extent considered desirable and practical.

3.05 DUST CONTROL

- A. Keep dust down at all times, including during non-working periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming is not permitted.

3.06 APPLICATION OF BONDED FIBER MATRIX

- A. The slope shall be prepared and graded prior to application of bonded fiber matrix (BFM). Mixture of wood fiber mulch and polyacrylamide binder shall be blended, with the appropriate amount of seed and fertilizer per Section 32 92 19 - Seeding according to manufacturer's recommendations.
- B. BFM shall be hydraulically applied to the soil as a viscous mixture, crating a continuous, three-dimensional blanket that adheres to the soil surface. BFM shall be mixed and applied at the rate as specified in this Section unless otherwise indicated on the Plans.
- C. The resulting coverage must be at least 1/8 inch thick over the entire surface area. BFM shall be applied in two applications from alternate directions to eliminate shadowing and shall be applied when no rain is expected for 12 hours.

3.07 MAINTENANCE

- A. Maintain temporary erosion and sedimentation control systems as dictated by site conditions, indicated in the construction documents, or as directed by governing authorities or Owner to control sediment until final stabilization.

- B. Contractor shall respond to maintenance or additional work ordered by Owner or governing authorities immediately, but in no case, within not more than 48 hours if required at no additional cost to Owner.

3.08 INSPECTION

A. General:

1. Contractor is responsible to obtain and/or serve as the Certified Operator.
 - a. Weekly inspections are to be conducted by Contractor as a minimum, and after every rainfall event. A copy of the inspection report shall be submitted to the agency having jurisdiction, as well as Owner and Engineer.
2. Inspections shall be performed by a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance.
3. Inspector must either be someone empowered to implement BMPs in order to increase effectiveness to an acceptable level or someone with the authority to cause such things to happen.
4. Inspector must be certified as a "Storm Water Professional" through the EGLE storm water training program. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

B. Inspection Frequency Reduction:

1. Inspection frequency may be reduced under the following conditions:
 - a. No active onsite construction activities.
 - b. Temporary cover has been provided across the entire site and no BMPs remain.
 - 1) Situation: waiting for grass to grow, but grass is dormant.
 - c. Ground is frozen and/or snow covered.

C. Weekly Storm Water Meeting:

1. A weekly storm water meeting will be held by Contractor with those involved in ground-disturbing activities to review the requirements of the permits, the SWPPP, and address any problems that have arisen in implementing the SWPPP or maintaining the BMPs.
2. Contractor shall maintain a log of weekly meetings and document the issues addressed in the meetings on site.

D. Agency Storm Water Inspections:

1. A log of inspections by federal, state, or local storm water or other environmental agencies shall be kept in Contractor's SWPPP.
2. The log form should include the date and time of visit and whether a report was issued or will be issued as a result of the inspection.
3. Any reports issued will be sent to Engineer within 24 hours.

3.09 PROJECT COMPLETION

- A. Remove temporary soil erosion and sedimentation control devices as soon as permanent measures have been established.

END OF SECTION

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 TRANSPORTATION AND HANDLING

- A. Contractor shall provide for expeditious transportation and delivery of materials and equipment to the Project site in an undamaged condition and on a schedule to avoid delay of the Work. Materials and equipment shall be delivered in original containers or packaging with identifying labels intact and legible.
- B. Contractor shall provide equipment and personnel at the site to unload and handle materials and equipment in a manner to avoid damage. Materials and equipment shall be handled only at designated lifting points by methods to prevent bending or overstressing.

1.02 STORAGE AND PROTECTION

- A. Contractor shall store materials and equipment immediately on delivery and protect it until installed in the Work.
- B. Products subject to damage by elements shall be stored in weather-tight enclosures with temperature and humidity ranges as required by manufacturer's instructions.
- C. Loose granular materials shall be stored on solid surfaces to prevent mixing with foreign matter.
- D. The place of storage shall be located so as to minimize interference with traffic and to provide easy access for inspection. No material shall be stored closer than 5 feet (1.5 meters) to the edge of a pavement or traveled way open to the public.
- E. Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.
- F. Contractor shall provide protection of stored or installed materials and equipment as necessary to prevent damage from traffic and subsequent operations.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When the Contract Documents require that installation of Work shall comply with manufacturer's instructions, the Contractor shall obtain and distribute copies of such instructions to parties involved in the installation including two (2) copies to the Engineer.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should Project conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

1.04 PRODUCTS LIST

- A. Within four (4) days of request, the Contractor shall submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor, if applicable, to the Engineer.

1.05 CONTRACTOR'S PRODUCT OPTIONS

- A. For products specified only by reference standard, the Contractor shall select any product meeting that standard.
- B. For products specified by naming several products or manufacturer's the Contractor shall select any one of the products or manufacturers named, which complies with the specifications.
- C. For products specified by naming one or more products or manufacturers and "or equal," the Contractor must submit a Substitution Request Form for any product or manufacturer not specifically named, in accordance with Section 00 72 00 - General Conditions.

D. For products specified by naming only one product and manufacturer, there is no option.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 CLEANING

- A. Contractor shall perform periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Waste material, debris and rubbish shall be periodically removed from the site and disposed of at legal disposal areas away from the site.
- C. Prior to Owner acceptance, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.
- D. Contractor shall broom clean exterior paved surfaces and rake clean other exterior surfaces of the site.

1.02 PROJECT RECORD DOCUMENTS

- A. Contractor shall deliver one (1) copy of all Specifications, Plans, Addenda, Shop Drawings and Samples, annotated to show all changes made during the construction process, to Engineer upon completion of the Work. Submittal of the record documents shall be made with a transmittal letter containing:
 - 1. Date
 - 2. Project Title and Number
 - 3. Contractors Name and Address
 - 4. Title and Number of each Record Document
 - 5. Certification that each Document as submitted is complete and accurate
- B. Record Documents
 - 1. Shall be a complete set based upon the fully conformed Project Manual. annotations shall include all changes during the execution of the work resulting from Requests of Information, Field Orders, Construction Change Directives, and the as-built conditions which differ from the proposed plans.
 - 2. Underground utilities installed as part of the Project and utilities exposed during execution of the Work shall be surveyed to record their location and elevation. The location shall be based upon available Project data (i.e., coordinate system, benchmarks, etc.).
 - 3. The utility information shall include:
 - a. Straight run data every 100-feet.
 - b. Bends, valves, fittings, wyes/tees, hydrants, etc.
 - c. Crossings of other utilities.
 - 4. The record plans shall be in Portable Document Format (pdf), and full size (22" x 34").
 - 5. Annotations:
 - a. dimension changes with strike through and as built dimension.
 - b. changes clouded.
 - c. sketches, photos, etc. as appropriate.
- C. Documents shall be submitted in good order and in a legible condition.

1.03 SUBSTANTIAL COMPLETION

- A. Certification that the Work is substantially complete shall be in accordance with the General Conditions.

1.04 FINAL PAYMENT AND ACCEPTANCE

- A. The final inspection, final application for payment and acceptance shall be in accordance with the General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 89 00
SITE CONSTRUCTION PERFORMANCE REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes general performance requirements during construction as they relate to the protection of existing sewers, tiles and mains; protection of existing building and improvements, protection of trees and other types of vegetation, protection of utility lines, requirements for pavement replacement, restoration of driveways and parking areas, restoration of sidewalks, and restoration of lawns and disturbed areas.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 57 13 - Temporary Erosion and Sediment Control
- B. Section 02 41 13 - Selective Demolition
- C. Section 32 13 15 - Sidewalks and Driveways
- D. Section 32 92 19 - Seeding

1.03 REFERENCE STANDARDS

- A. Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:
 - 1. MDOT: Michigan Department of Transportation Standard Specifications for Construction, latest edition.
 - 2. ASTM D698: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Contractor shall comply with Section 01 57 13 - Temporary Erosion and Sediment Control. Contractor, at Contractor's expense, shall secure all permits, and post all bonds or deposits required to comply with the Soil Erosion and Sedimentation Control, requirements, being Part 91 of PA 451 of 1994 as amended.
- B. Contractor shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program for Construction Activities, Part 31 of PA 451 of 1994 as amended.
- C. Contractor shall provide, maintain and remove such temporary and/or permanent Soil Erosion and Sedimentation Control measures as specified on the Plans or as determined by the Engineer.
 - 1. The measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.
 - 2. Measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.

1.05 SUBMITTALS

- A. Written permission for the use of all disposal and borrow sites shall be obtained and copies shall be furnished to the Engineer.

1.06 PROTECTION OF PLANT LIFE

- A. All trees, shrubs, and other types of vegetation not within the limits of the Work or not designated on the Plans or by the Engineer to be removed, shall be carefully protected from damage or injury during the various construction operations.

- B. Any tree, shrub or other type of vegetation not designated to be removed but which is damaged by the Contractor's operation shall be repaired or replaced by the Contractor, at Contractor's expense, as determined by the Engineer.

1.07 PROTECTION OF EXISTING STRUCTURES AND IMPROVEMENTS

- A. Existing culverts, sewers, drainage structures, manholes, water gate wells, hydrants, water mains, utility poles, overhead lines, underground conduits, underground cables, pavement, or other types of improvements within the construction limits, not designated on the Plans to be removed, shall be carefully protected from damage during the construction operations.
- B. Existing structure or improvement not designated to be removed, but which is damaged by the Contractor's operations shall be repaired or replaced by the Contractor, to the satisfaction of the owner, at Contractor's expense.
- C. Deposits of dirt or debris in sewers, culverts, tiles, drainage structures, manholes, gate wells, etc. caused by the Contractor shall be cleaned out at the Contractor's expense.

1.08 MAINTAINING DRAINAGE

- A. Existing open drains, field and roadway ditches, drainage tile, sewers, enclosed drains, natural and artificial watercourses, surface drainage or any other types of drainage within the limits of the Work shall be maintained and free to discharge during construction.
- B. Drainage facility not designated to be abandoned, but which is damaged, or any drainage interrupted by the Contractor's operation shall be immediately repaired, replaced, or cleared by the Contractor.
- C. Costs incurred shall be incidental to the excavating, backfilling and compacting or grading operations.

PART 2 PRODUCTS

2.01 GRANULAR MATERIAL

- A. Bank run sand meeting the requirements of MDOT, Granular Material Class II.

2.02 TEMPORARY AGGREGATE FOR SHOULDERS, PARKING AREAS, DRIVEWAYS OR ROADS

- A. Crushed Limestone, Natural Aggregate or Slag and meeting the requirements MDOT Section 902.

PART 3 EXECUTION

3.01 GENERAL

- A. The various construction operations shall be restricted to the existing right-of-way or the areas indicated on the Plans. If the Contractor requires additional area, the Contractor shall furnish the Engineer with written permission obtained from the property owner for any part of the operations he conducts outside of the right-of-way or limits indicated.

3.02 EXISTING IMPROVEMENTS

- A. Contractor shall expose existing sewers and structures to which the new Work is to be connected and notify the Engineer of same. Engineer will verify the vertical and horizontal locations of the existing system and shall inform the Contractor as to the necessary adjustments required to align the new Work with the existing system.

3.03 EXISTING UTILITIES

- A. When existing utilities are shown on the Plans, their locations are approximate only, as secured in the field investigation and/or from available public records. Contractor, prior to the start of construction, shall contact 811 and the public agency or utility having jurisdiction to request the verification of all utilities within the construction area.

- B. When existing utility lines, structures or utility poles are encountered during the performance of the Work, the Contractor, at Contractor's expense, shall perform construction operations in such a manner that the service will be uninterrupted.
- C. Contractor shall expose all existing utility lines prior to any excavation operation, to determine any conflict with the proposed improvement. Contractor shall be responsible for any relocation required as a result of any conflict of existing utilities shown on the plans, with the proposed improvement.
- D. Should it become necessary to move any utility structure, line or pole shown on the Plans or otherwise found necessary to be moved, the Contractor shall make all arrangements with the owner of the utility for the moving. Costs incurred for such moving shall be at the Contractor's expense unless indicated otherwise. However, before disturbing a utility line, structure or pole, the Contractor shall furnish the Engineer with satisfactory evidence, in writing, that proper arrangements have been made with the owner of the utility.

3.04 UTILITY POLES

- A. Contractor shall be responsible for any removal or relocation required as a result of any conflict of existing utility poles (including street light poles, guy poles, telephone poles, etc.) with proposed improvements.
- B. Contractor shall make all arrangements for removing or relocating utility poles with the owner of the utility pole.
- C. Prior to disturbing any utility pole, the Contractor shall provide the Engineer with written evidence that proper arrangements have been made with the owner of the utility pole.
- D. When required by the Work, Contractor shall temporarily support poles in the vicinity of the Work at no additional cost to the Owner. Support shall be in accordance with and to the satisfaction of the utility company.

3.05 EXISTING SEWERS, TILE, AND MAINS

- A. Existing sanitary sewers, storm sewers, drain tile, septic tank bed tiles, water mains or building services or leads, that are encountered during the performance of the Work that require relocation or are damaged, shall be restored with new materials equal in quality and type to the materials encountered.
- B. The new material shall be installed as specified in the Contract Documents and per the requirements of the local agencies. The bedding and backfill material, unless otherwise specified, shall be an approved Class II granular material, compacted to 95% of its maximum unit weight.
- C. Seepage bed tile and water mains shall be replaced in accordance with the requirement of the agency having jurisdiction.
- D. The relocation or protection of existing sewers, tiles, tile field, water mains or building services and leads shall be at the Contractor's expense, unless otherwise indicated in the Contract Documents.

3.06 EXISTING STRUCTURES

- A. Existing surface and subsurface structures may be shown on the Plans, in locations considered most probable from information secured in the field investigation or from available public records.
- B. Neither the correctness nor completeness of such information is guaranteed or implied.
- C. Structures shall be protected, preserved or restored by the Contractor, to the satisfaction of the structure owner, at no additional cost to the Project.

3.07 EXISTING BUILDINGS

- A. Existing buildings or structures may be encountered throughout the Project within limits of the presently established right-of-way or easement. Good construction methods and procedures shall be employed by the Contractor, at Contractor's expense, to protect the structures.
- B. When it becomes necessary for the Contractor to move one of these buildings or structures in order to proceed with construction, the Contractor, at Contractor's expense, shall exercise all due care in moving the building or structure to prevent undue damage.
- C. Prior to moving an existing building or structure, the Contractor shall furnish the Engineer with satisfactory evidence, in writing, that proper arrangements have been made with the owner.
- D. Unless otherwise specified in the Contract Documents, the length of the move shall be maintained to a minimum which will allow for construction of the improvement.

3.08 HOLES

- A. Earth removed during any phase of the excavation or removal operations, resulting in a hole or void, shall be replaced by backfilling to the proposed subgrade with a suitable granular material. The material shall be placed by the controlled density method or other effective means having the approval of the Engineer and shall be compacted to 95% of maximum unit weight.
- B. The furnishing, placing and compacting of the backfill material shall be at the Contractor's expense.

3.09 RESTORATION IN RIGHT-OF-WAY AND YARD AREAS

- A. The right-of-way and yard areas not paved or aggregate surfaced shall be restored in accordance with the type and location specified herein unless indicated otherwise on the Plans. The disturbed areas may be shaped by "Machine Grading" or another method approved by the Engineer to achieve the cross section, line and grade shown on the Plans. Areas where slopes are 1 on 4 or flatter shall be restored with topsoil, seed and mulch. Slopes steeper than 1 on 4 shall be restored with sod.
- B. Excess material from the restoration operation shall be disposed of by the Contractor at Contractor's expense.
- C. Disturbed areas shall be graded to receive either topsoil and seed or topsoil and sod. The topsoil, seed, sod, fertilizer and mulch shall conform to the requirements specified on the Plans and in Section 32 92 19 - Seeding.
- D. Contractor, at Contractor's expense, shall furnish, place, and compact any additional fill, meeting the approval of the Engineer, needed to restore the disturbed areas to the cross sections called for on the Plans or as determined by the Engineer.

3.10 SOIL EROSION AND SEDIMENTATION CONTROL

- A. Contractor shall comply with the requirements of Section 01 57 13 - Temporary Erosion and Sediment Control. Prior to commencing any type of earthwork, the Contractor shall obtain a Soil Erosion and Sedimentation Control permit from the local enforcing Agency.
- B. Contractor shall obtain all approvals, secure all permits and post all bonds and deposits required to comply with the Soil Erosion and Sedimentation Control Act, Part 91 of PA 451 of 1994, as amended, and those of the enforcing agency.
- C. Contractor shall provide the Engineer with a copy of the soil erosion permit issued by the local enforcing agency for the Project, prior to commencing any type of earthwork on the Project.

3.11 EXCESS EXCAVATION

- A. Excess excavation shall be defined as all surplus earth material realized from the construction that is free of brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material.

- B. Contractor, when requested by the Owner, shall transport all excess excavation to a site(s) designated by the Owner.
 - 1. The excess excavation shall be graded by the Contractor to provide positive surface drainage of the site(s).
 - 2. Grading shall be done such that adjacent properties are not damaged or affected. The grading shall include removal of all surface irregularities to provide a smooth surface ± 3 inches.
- C. When the excess excavation has not been requested by the Owner, the Contractor shall remove and properly dispose of the material at no additional cost to the Owner.
- D. Proper disposal of all excess excavation, including transportation, grading, and protection of adjacent properties shall be considered as a final cleanup item. No additional payment will be made for this item.
- E. Brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material from the construction shall become the property of the Contractor, and shall be disposed of per all applicable Laws, rules or regulations. Removal and disposal of this material shall be considered as part of final cleanup. No additional payment will be made for this item.
- F. Owner approval of the final site(s) condition in writing will be required prior to final payment authorization.

END OF SECTION

SECTION 02 41 13 SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish labor, materials and equipment necessary for the removal and subsequent disposal of the area(s) slated for demolition, including but not limited to supports, piping, electrical conduit and wiring, designated equipment, slabs, floors, walls, ceilings, doors, windows, hatches, covers, gates, fencing, handrailing, wood or metal framing, and masonry, as shown on the Contract Drawings and specified herein.
- B. Utilities connected to the area(s) or item(s) to be removed and disposed of shall be cut, abandoned and capped, or completely removed; miscellaneous clearing and grubbing of trees, brush, and vegetation at boundary area shall be performed as necessary to complete the specified demolition activities.
 - 1. Work includes the removal and disposal of the building materials and debris including the removal and disposal of miscellaneous site debris, including but not limited to building area debris, woods, piping materials, bricks, roof materials, metal equipment, concrete, and all other non-specified material and debris found at the site.
 - 2. Work includes the removal and disposal of debris generated by demolition activities. It is recommended that steel be recycled. Contractor may recycle concrete and asphalt to reduce cost.
- C. Contractor has salvage rights to all salvageable equipment, electrical conduit and wiring, metals, salable items, and other recyclable materials unless indicated otherwise.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 31 19 - Project Meetings
- C. Section 01 89 00 - Site Construction Performance Requirements

1.03 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to the Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.04 PERMITS

- A. Contractor is responsible for applying for and obtaining permits necessary for the demolition activities specified in the Contract Documents.
- B. The following permits are a general description of the permits called for when completing demolition activities. The permits described below are not necessarily required for completion of this project, nor are they a full list of the permits that may be required.

1. Demolition Permit: Contractor shall be responsible for obtaining a demolition permit from the Building Department. Contractor is responsible for all permit fees.
2. NESHAP Notification of Intent to Demolish: Contractor shall be responsible for filing and for the fee involved with submitting an intent to demolish permit from the Michigan Department of Environment, Great Lakes and Energy, Air Quality Division.
 - a. The notification shall describe the demolition tasks to be conducted and the quantities of asbestos containing materials specified for abatement.
3. Soil Erosion and Sedimentation Control: Contractor shall be responsible for filing and for the fee involved with obtaining soil erosion and sedimentation control permits from the agency having jurisdiction.

1.05 MATERIAL OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition legally at Contractor's option.

1.06 SUBMITTALS

- A. Submit each of the following items in accordance with Section 01 33 00 - Submittal Procedures:
 1. Work Plan: Prior to proceeding with the demolition, removal and disposal work, the Contractor shall submit a work plan which includes the means, methods and procedures proposed for the accomplishment of the removal and disposal work.
 - a. Means, methods and procedures shall provide for safe conduct of the work; careful removal and disposition of buildings and structures, and solid materials and wastes; and protection of property that is to remain undisturbed.
 - b. Procedures shall provide a detailed description of the methods and equipment to be used for each operation, and the sequence of operations.
 - c. The name and location of disposal facilities for all removed materials shall be submitted in the Work Plan.
 - d. Work plan shall be based on work experience, and the guidance provided in this specification. The cost of work plan preparation is incidental to the project.
 2. Demolition Schedule: Contractor shall submit a complete coordination schedule for demolition work, including shut-off and continuation of utility services, with the Engineer's approval prior to start of the work.
 - a. Schedule shall indicate proposed methods and operations of facility demolition and provide a detailed sequence of demolition and removal work to ensure uninterrupted operation of occupied areas.
 3. Disposal Documents: Contractor shall provide copies of all licenses, certifications, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for the disposal of materials, the methods used, and the disposal areas and facilities. Contractor shall also provide a copy of the results of tests performed to comply with the requirements of each disposal facility.
 4. Manifests: Contractor shall submit a copy of the official manifest for each shipment of removed materials including, but not limited to, building and structure debris, concrete and brick debris, and miscellaneous site debris and solid wastes evidencing delivery of the material to an approved licensed disposal facility. All manifests shall be in accordance with the requirements of all the applicable federal, state and local regulations. Manifests shall be signed by the Owner or the Owner's Representative.

5. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions in accordance with Section 01 77 00 - Closeout Procedures.

1.07 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing Environmental Protection Agency notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Pre-Demolition Conference: Conduct conference at Project site to comply with Section 01 31 19 - Project Meetings.

1.08 SITE CONDITIONS

- A. Condition of Facilities: Owner assumes no responsibility for actual condition of facilities to be demolished. Contractor shall visit the site and inspect the existing facilities prior to the start of Work.
- B. Occupancy: Owner may continuously occupy areas of site immediately adjacent to areas of selective demolition. Conduct demolition work in manner that will minimize need for disruption of the Owner's normal operations.
- C. Protections: Provide temporary barricades and other forms of protection to protect the public from injury due to selective demolition work.
 1. Provide protective measures as required to provide free and safe passage of the Owner, tenants, vehicles, and general public to areas directly affected by demolition activities and those adjacent to such activities.
 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 3. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 4. Protect floors with suitable coverings when necessary.
 5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing structures.
 6. Provide temporary dust and debris barriers of fire resistant materials to control dust and debris and to confine demolition of existing and finished work.
 7. Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without approval from the Owner and providing alternate routes around closed or obstructed traffic ways.
- F. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.

- G. Explosives: Use of explosives is not permitted.
- H. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. General:
 - a. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by the Owner. Provide temporary services during interruptions to existing utilities or schedule work to install interrupted utilities first, as acceptable to the Owner.
 - b. Maintain fire protection services during selective demolition operations.
 - c. Provide temporary support and protection of existing utilities, which cross the proposed piping trench.
 - d. Permits shall be obtained from utility or agency having jurisdiction, if necessary. Contractor is responsible for all permit fees.
 - e. If relocation of any utility is necessary, the Contractor shall be responsible for associated fees or expenses, unless indicated otherwise.
 - 2. Electrical Disconnection: Contractor shall verify that on site electrical wiring entering all structures to be demolished or in close enough proximity to be damaged by the demolition operations shall be disconnected and/or de-energized prior to proceeding with demolition operations.
 - a. Contractor shall coordinate with the local electrical utility company for any necessary relocation of utilities and be responsible for any associated fees or expenses.
 - 3. Water Disconnection: Contractor shall perform or verify that on-site water lines entering all structures or in close enough proximity to be damaged by the demolition operations shall be disconnected and/or capped prior to proceeding with demolition operations.
 - 4. Sewer Disconnection: Contractor shall locate and bulkhead all sewer connections from the building structure prior to proceeding to demolition.
 - 5. Gas Disconnection: Contractor shall verify that on-site gas lines/mains entering all structures or in close enough proximity to be damaged as a result of the demolition operations shall be disconnected and/or capped prior to proceeding with demolition operations.
- I. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- J. Provide ventilation to maintain non-toxic unpolluted working area for adjacent the Owner's operating areas and construction/demolition areas. Welding and cutting torches producing smoke or toxic fumes must be adequately ventilated.

1.09 WARRANTY

- A. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.01 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Contractor shall use materials whose installed performance equals or surpasses that of existing materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Provide written pre-demolition report to the Engineer prior to start of Work. The report shall contain the following information:
 1. Determination of condition of framing, floors, and walls, and possibility of unplanned collapse of any portion of structure or adjacent structure where employees may be exposed.
 2. Various phases of demolition and description of how employees will be protected from unplanned contact with active utilities, exposure to toxic materials and gases, falling objects, structural collapse, and any other hazards routinely associated with demolition activities.
- B. Locate existing utilities within project limits prior to any demolition. Verify that utilities have been disconnected and capped.
 1. If unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict and promptly submit a written report to the Engineer.
 - a. Pending review of the report by the Engineer, the Contractor shall rearrange the selective demolition schedule, and notify the Engineer and the Owner as necessary to continue overall job progress without delay.

3.02 PREPARATION

- A. Conduct demolition operations and remove debris in manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities designated to remain.
 1. Provide temporary barricades and other forms of protection as required for safety and security.
 2. Provide barriers and appropriate to restrict pedestrians from wandering into construction areas.
 3. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure no water leakage or damage occurs to structure or interior areas.
- C. Erect and maintain dust-proof partitions and temporary enclosures to limit dust or dust migration, and to separate areas from fumes and noise, if necessary.
- D. Provide and maintain interior and exterior shoring, bracing or structural support to preserve stability and prevent movement, settlement, or collapse of structures and adjacent facilities that are not part of demolition.
- E. Provide acceptable temporary security barriers where physical security of buildings or fences is compromised due to demolition work.

3.03 UTILITY SERVICES

- A. Maintain existing active/live utilities and protect against damage during demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to the Owner and to governing authorities.
 2. Schedule tie-ins to existing systems to minimize disruption.
- B. Coordinate with the Owner any building service interruptions.
1. At least two weeks' notice is required for most outages; Contractor to confirm with each affected utility.
 2. Do not disable or disrupt building fire or life safety systems without three (3) calendar days prior written notice to the Owner.
 - a. Coordinate work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished. Extent of electrical and mechanical utilities to be removed is shown on Contract Drawings.
1. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
 2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.

3.04 REMOVAL OF STRUCTURES

- A. The removal of existing structures shall consist of removing and salvaging the existing frame and cover. The ends of the existing pipe shall be plugged and braced. The complete structure shall be removed entirely and disposed of. The excavation shall be backfilled with sand and compacted to 95% of its maximum unit weight. Maximum unit weight shall be determined by ASTM D698, Method B.
- B. If a structure is to be removed from a system that is to remain in service, a bypass system, approved by the Engineer, shall be installed and maintained by the Contractor, during the rebuilding period.

3.05 ABANDONING STRUCTURES

- A. The structure shall be broken down to at least 18 inches below the subgrade, unless otherwise indicated on the Drawings.
- B. Pipes connected to the structure shall be plugged with a brick, masonry or concrete bulkhead approved by the Engineer.
- C. The remainder of the structure shall be backfilled with a granular material to subgrade elevation or to 6 inches below finished grade, compacted to 95% of its unit weight, and shall meet with the approval of the Engineer. Maximum unit weight shall be determined by ASTM D698, Method B.

3.06 UTILITY ABANDONMENT AND REMOVAL

- A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after ends of abandoned utilities have been closed.
 1. Close open ends of concrete or masonry utilities with not less than 12 inches thick brick masonry bulkheads.

2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.
- B. Abandoned Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 4 feet below final grade; fill structure with compacted Class II sand or 21A gravel, as indicated on the Drawings, to within 6 inches of top of structure remaining, and fill with concrete.
- C. Removal: Dispose of removed material promptly unless directed by the Owner to salvage removed utility pipes and other items.

3.07 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.08 DUST CONTROL

- A. Contractor shall employ all necessary engineering controls and misting operations to prevent emission of dust and migration of airborne materials off site from impacting surrounding properties.
- B. Constant watering for the site is required to prevent dust emission during the demolition and removal operations. Water for dust control may be available for use from the fire hydrants located in the area.
 1. Contractor shall verify with the Owner for water availability and pay for the use of the agency having jurisdiction over water.
- C. Contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls.
 1. Use of water shall not disrupt or interfere with operations of the surrounding property owners.
 2. Use of water shall not result in or create hazardous or objectionable conditions such as ice, flooding, pollution and electrical shock.
- D. If the Contractor wants temporarily to stockpile any demolition debris and pulverized concrete materials that may generate dust at the site, the stockpiles shall be covered with a 10 mil plastic sheet.

3.09 SALVAGE REQUIREMENTS

- A. Coordinate with the Owner to identify structure and/or building components and equipment required to be removed and delivered to the Owner subsequent to demolition.
 1. Owner shall tag components and equipment designated for salvage.
- B. If Owner does not designate any items to be salvaged and delivered to Owner, salvaged materials shall become the property of the Contractor unless otherwise specified in the Contract Documents, and shall be disposed of by the Contractor, at Contractor's expense.
- C. Contractor shall protect Owner designated salvage items from demolition operations until items can be delivered to the Owner.
 1. Carefully remove components and equipment indicated to be salvaged.

2. Disassemble as required to permit removal.
3. Package small and loose parts to avoid loss.
4. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
5. Deliver salvaged items to the Owner and obtain signed receipt from the Owner indicating that the Owner has received tagged items.

3.10 REPAIRS

- A. Contractor shall provide patching, replacing, repairing, and refinishing of damaged areas involved in demolition as necessary to match the existing adjacent surfaces whether shown or not shown, with materials and procedures approved by the Engineer.
- B. Return structures and surfaces not part of demolition, to conditions existing prior to commencement of demolition work.
- C. Contractor shall repair all damages caused to adjacent facilities by demolition as directed by the Engineer at no cost to the Owner.
- D. Contractor shall make a detailed inspection after patching and repairing has been completed and shall carefully remove splattering of mortar from adjoining work (particularly, but not limited to, plumbing fixtures, trim, tile, and finish metal surfaces), and make good any damage caused by such cleaning operations.

3.11 DISPOSAL OF DEMOLISHED MATERIALS

- A. Contractor shall remove and legally dispose of demolished materials, site debris, rubbish, and other materials resulting from demolition operations shall be promptly removed.
 1. Demolition and removal of debris shall be conducted to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities which shall not be closed or obstructed without permission from the Owner.
 2. If the Contractor encounters material during removal that is suspected to be potential hazard, stop work immediately and notify the Engineer.
 3. Disposal shall conform to Federal, State and local requirements.
 4. Removed materials shall be documented by manifests and disposal facility tickets with copies given to the Engineer 48 hours after removal from the site.
- B. Burning of removed materials from demolished structures shall not be permitted on site.

3.12 RECYCLING

- A. Owner encourages the recycling of demolition debris where appropriate. Contractor has the option to recycle any material found or demolished on site in order to reduce costs or project duration.
- B. Although the materials are not limited, it is recommended that at least steel and concrete be recycled.
 1. Steel and concrete to be recycled can be stockpiled on site and eventually removed. Steel separated from demolition rubble may be recycled and becomes the property of the Contractor.
 2. Contractor will not be allowed to abate on site any lead paint found on the steel unless appropriate procedures and federal, state and local codes or regulations are followed.
 3. Any material stockpiled for recycling shall be removed from the site prior to the contract end date and/or site restoration.

3.13 CLEANING

- A. During and upon completion of work, the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris, and dust and shall leave areas affected by work in a clean, approved condition in Division 1.
- B. Contractor shall clean adjacent structures and facilities of dust, dirt, and debris caused by demolition, as directed by the Engineer or Owner, and return adjacent areas to condition existing prior to start of work.

END OF SECTION

SECTION 31 22 00 GRADING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes site grading as indicated on the Plans, complete with removing and salvaging topsoil, rough grading, finish grading, adjusting structures, and reconstructing structures.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 57 13 - Temporary Erosion and Sediment Control
- B. Section 01 89 00 - Site Construction Performance Requirements
- C. Section 32 92 19 - Seeding

1.03 SOIL EROSION AND SEDIMENTATION CONTROL

- A. Contractor, at Contractor's expense, shall provide, maintain and remove such temporary and/or permanent soil erosion and sedimentation control measures as specified on the Plans or as determined by the Engineer.
- B. Measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.
- C. Measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.
- D. Comply with requirements of Section 01 57 13 - Temporary Erosion and Sediment Control.

1.04 REFERENCE STANDARDS

- A. ASTM D698: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb-f/ft³).
- B. Michigan Department of Transportation (MDOT), Standard Specifications for Construction, latest edition.

PART 2 PRODUCTS

2.01 GRANULAR MATERIAL

- A. Class II granular material meeting the requirements of MDOT Section 902.

2.02 AGGREGATE BASE COURSE

- A. 21AA dense graded aggregate conforming to MDOT Section 902.

PART 3 EXECUTION

3.01 SITE GRADING

- A. Sites shall be graded as specified on the Plans or as determined by the Engineer. Contractor shall carry out the grading operation to prevent standing water and soil saturation detrimental to structures and improvements.
- B. Provisions shall be made to preserve and protect trees and other vegetation specified on the Plans or determined by the Engineer as not to be removed.

3.02 REMOVING AND SALVAGING TOPSOIL

- A. Topsoil encountered along the route of the construction shall be pushed back and preserved for use in restoration following completion of the construction. The topsoil must remain on each

given parcel and lot throughout the Project including the existing road right-of-way adjoining the parcel or lot where it existed.

- B. Removal of topsoil from the Project or movement of topsoil from one portion of the Project for use in another portion of the Project will not be allowed.
- C. If there is insufficient working area, the topsoil may be removed, stockpiled and later replaced on the original lot or parcel. Contractor shall furnish the Engineer with written permission obtained from the property owner of the property on which the topsoil is to be stockpiled, prior to commencing the stockpiling operation.
- D. Topsoil shall be salvaged in an amount equivalent to the quantity required by the Plans. Topsoil salvaged in excess of that required by the Plans or as required by the Engineer will be disposed of by the Contractor at Contractor's expense.
- E. Before removing topsoil, vegetation shall be reduced to a height of approximately 4 inches and all such vegetation and all brush, stones, rocks, and any other objectionable litter or foreign material shall be removed and disposed of before the ground is broken for topsoil removal.
- F. Equipment and methods of operations shall be such as to avoid the lifting of the subsoil. If soil or weather conditions are unsuitable, the Contractor shall cease stripping until stripping can resumed in a suitable manner.
- G. Topsoil shall be removed within the grading limits for cuts and shall be removed to a width and depth specified on the Plans or as determined by the Engineer.
- H. Topsoil shall be stockpiled within the limits of construction in areas designated on the Plans, or in areas out of the way of construction as determined by the Contractor.
- I. Stockpiles shall be located and shaped so as to avoid diversion of storm water runoff, either in or out of the limits of construction, towards buildings, creation of standing water or interference of controlled irrigation.
- J. Contractor shall not place topsoil around trunks and root areas of trees to be preserved.
- K. Topsoil shall be kept separate from other excavated materials that are to be used for embankment and shall be completely removed from any designated area prior to the beginning of regular excavation or placing embankment in the area.
- L. Topsoil stockpiles shall be located as near the original location as possible and no payment will be made for overhaul.
- M. After the completion of construction, the topsoil shall be screened through a 5/8 inch maximum size mesh screen, spread, graded, raked and prepared for seeding or sodding.

3.03 EXISTING SAND ON-SITE

- A. In those instances where the construction takes place within private easements, the sand shall not be removed from each parcel or lot. Sand encountered in existing road right-of-way may be used for construction purposes throughout the Project providing it meets the requirements for the material it is intended to be used for.
- B. Removal of sand from the Project will not be allowed, except for the volume displaced by the new construction.
- C. If there is insufficient working area, the sand may be removed, stockpiled and replaced on the original lot or parcel. Contractor shall furnish the Engineer with written permission obtained from the property owner of the property on which the sand is to be stockpiled, prior to commencing the stockpiling operations.

3.04 ROUGH GRADING

- A. The site shall be graded as necessary to comply with the Plans or as determined by the Engineer. The subgrade shall be roughly established by cut or fill, approximately parallel to

proposed finished grades and to elevations which allow for thickness of topsoil and installation of site or roadway improvements.

- B. In fill areas all debris shall be removed from the area to be filled. Material detrimental to site improvement shall be removed from the site and acceptably disposed of as specified in Section 01 89 00 - Site Construction Performance Requirements.
- C. Original ground shall be scarified and benched or otherwise treated to provide adequate bond and to prevent slippage of fill.
- D. Fill material shall be free of debris or other detrimental material and shall have a moisture content within 2% optimum moisture when placed. Fill shall be compacted to a density not less than 95% of the maximum unit weight and placed in layers no less than 9 inches and no greater than 15 inches. The maximum unit weight shall be determined by ASTM D698, Method B.
- E. If possible, fills or embankments shall be constructed when the ground is frost-free and there is favorable weather. However, if winter grading is necessary, all ice and snow shall be removed from the surface of the ground before the fill or embankment is placed.
- F. No frozen material will be allowed in the fill area or in the embankment being constructed.
 - 1. Frozen material on a partially completed fill shall be removed before placing any additional fill. Frozen material shall be stockpiled outside the grading limits until thawed.
 - 2. Thawed material from the stockpiled frozen material may be used in the fill and embankment areas.

3.05 FINISH GRADING

- A. Subgrade shall be smoothed parallel to proposed finished grades and elevations specified on the Plans. Subgrade shall be scarified to assure bond with the topsoil prior to spreading of the topsoil.
- B. Topsoil shall be spread uniformly to provide a smooth, even surface at a finish grade specified on the Plans or acceptable to the Engineer. After spreading, the topsoil shall be compacted lightly as necessary to minimize settlement. Final grades shall not vary more than 0.1 foot from the elevations indicated on the Plans.
- C. Finished grading shall be done when the ground is frost-free and weather is favorable.

END OF SECTION

SECTION 32 92 19 SEEDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes seeding complete with earth bed preparation, providing and placing topsoil, preparation and fertilizing topsoil, sowing of seed for lawns and other ground cover, protection of seeded areas, watering of seeded areas, mowing of seeded areas, protection and cleanup.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 89 00 - Site Construction Performance Requirements
- C. Section 31 22 00 - Grading

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with the applicable requirements of the Michigan Seed Law, Act 329, PA of 1965, as amended.
- B. Comply with the applicable requirements of the AOSA Rules for Testing Seeds.
- C. Chemical fertilizer shall be supplied in suitable bags with the net weight of the contents and guaranteed analysis shown on the container. Bulk shipments shall be accompanied by an analysis and net weight certification of the shipment.
 - 1. Custom mixed fertilizers shall be accompanied by a certification of the weight of each commercial fertilizer used in the mixture and a guaranteed analysis of each shipment expressed in percentages of total Nitrogen (N), total available Phosphoric Acid (P2O5) and total available Potash (K2O) included.

1.04 SOURCE QUALITY CONTROL

- A. A seed mixture proposed for use in the Work shall have been tested for purity and germination by the Seed Producer within nine (9) months of sowing.

1.05 REFERENCE STANDARDS

- 1. AOSA RULES - Association of Official Seed Analysts
- 2. ASTM C602 - Standard Specification for Agricultural Liming Materials
- 3. ASTM D977 - Standard Specification for Emulsified Asphalt
- 4. MDOT - Michigan Department of Transportation, Standard Specifications for Construction, latest edition

1.06 SUBMITTALS

- A. Submit Seed Producers Certification that seed meets the requirements of these Specifications and conform to the State of Michigan Seed Act referenced above.
- B. Where required, submit test reports for all seed proposed for use in the Work to the Engineer, showing results of purity and germination tests, compliance with regulatory agencies, dates and location of tests.
- C. Contractor shall perform soil tests -1 per designated area - to confirm the fertilizer and lime necessary for the site. Contractor to limit the amount of fertilizer and lime to what is absolutely necessary to ensure optimal growth.

1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered to the Project site in their original, unopened containers. Containers shall be clearly marked showing, name of manufacturer, brand name, trade name or generic name of material, warranty of analysis, net weight of contents and date of packaging, where applicable.
- B. Seed shall be delivered to the site in durable bags, tagged or labeled to show date of tests, warranty of purity and germination analysis, name, lot number and net weight of contents.
- C. Commercial fertilizers shall be delivered to the site of the Work in the original unopened bags. Bags shall not exceed 100 pounds net weight each and shall be clearly marked with guaranteed analysis in a conspicuous location on each bag.
- D. Material shall be stored at the Project site, under shelter, off the ground and shall be protected from damage by moisture, temperature, exposure to elements, vandalism or other action which might otherwise impair their use.
- E. Materials proposed for use in the Work shall be handled in a manner that will protect the material and the personnel involved in the Work. Handle seed in a manner which will protect the mixture from contamination or deterioration.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Seeding is limited to the periods between April 20 and June 1, and August 10 to October 10 and after for as long as weather permits preparation of the seed bed without irrigation and the ground is not frozen. With the use of irrigation and/or mulch, seeding can be done from April 20 thru October 1 inclusively.
- B. Comply with the limitations placed on the use of certain soil protection materials because of prevailing temperatures as described in this Section.
- C. Comply with the limitation placed on seeding applications because of wind velocity as described in this Section.

1.09 PROTECTION

- A. Provide suitably approved warning signs and barricades for protection of seeded areas from pedestrian or vehicular traffic. Protect newly seeded areas during the progress of the Work and until completion of the turf establishment period.
- B. Protect adjacent construction from topsoil spills and perform such cleanup of affected surfaces before it becomes compacted by traffic.

1.10 FINAL ACCEPTANCE

- A. Contractor shall establish a dense cover of seeded grass on all disturbed areas. These areas shall be maintained until final acceptance of the Work by the Engineer. Engineer will inspect the turf to ensure that the grass seed is well established, weed free, in a growing and vigorous condition. Areas that do not meet the approval of the Engineer shall be re-seeded at the Contractor's expense.

PART 2 PRODUCTS

2.01 SEED

- A. Seed and seeding mixtures shall be certified, mature, clean, dry, new crop seed products suitable for the specified applications and having the percentages of purity, germination and proportions, by weight, indicated in the following table:

Kind	Seeds		Mixture Proportions (%)			
	Purity	Germination	TDS	TUF	TGM	THM
Kentucky Blue Grass	98%	80%	5	10	10	30
Perennial Rye Grass	96%	85%	25	20	20	20
Hard Fescue	97%	85%	25	20	30	
Creeping Red Fescue	97%	85%	45	40	40	50
Fults Salt Grass	98%	85%*		10		

- B. The specific mixture to be used shall be for the type of soil on the Project and the location of the seeding per the following table, unless otherwise indicated on the Plans or as designated by the Engineer:

Symbol for Turf Seed Mixture	Soil Type	General Location	Rate of Seeding lbs/ac (kg/ha)
TDS	Dry Sandy to Sand Loam	Rural or Urban	250 lbs/acre
TUF	All Types	Urban Freeway, Blvds, City Streets	250 lbs/acre
TGM	Medium to Heavy	All	250 lbs/acre
THM	Loamy to Heavy	Home and Business Turf	250 lbs/acre

- C. Hydroseeding shall consist of a blend of seed, fertilizer and hydromulch.

2.02 MULCHING MATERIAL

- A. Straw:

1. Small grain straw or grass or marsh hay acceptable to the Engineer.

- B. Wood Excelsior:

1. Green wood fibers, baled or blanket of type and manufacture acceptable to the Engineer.
2. Wood excelsior shall be made of green timber fiber baled so that the bales weigh 80 to 90 pounds at the time of manufacture.
3. Wood excelsior blankets shall be made of a uniform web of interlocking fibers with a backing of fabric netting on one (1) side only. The fabric net shall have a mesh size not exceeding 1-1/2 x 3 inch and shall be a woven of either cotton cord, twisted paper cord or a synthetic, biodegradable fiber.
4. Blankets shall be produced in the form of a tightly compressed roll 36 ±1 inch wide and approximately 120 feet long. Blanket shall have a fiber net on the outside of the fiber mat.
5. Blanket roll weight, when manufactured, shall average 85 lbs ± 10%.
6. Each roll shall have separator sheets of 40 pound Kraft paper placed at the beginning and at the end of each roll to facilitate unrolling and handling at the job site. The Kraft paper sheet at the end of each roll shall also form a wrapper for the roll.

- C. Netting:

1. Twisted Kraft paper or synthetic fiber, biodegradable woven mesh net material suitable for the application and acceptable to the Engineer.
2. The net shall consist of a biodegradable mesh with openings not to exceed 1-1/2 x 3 inch.
3. The net shall be furnished in widths of not less than 35 inches.

- D. Proprietary Mulch Material:

1. Biodegradable natural and/or synthetic materials suitably fabricated and acceptable to the Engineer.

2.03 MULCH ANCHORING MATERIAL

- A. Emulsified Asphalt:
 1. ASTM D977, Rapid Setting (R.S. 1 or 2), Medium Setting (M.S. 2 or 2h) or Slow Setting (S.S. 1).
- B. Mulch Anchoring Tool:
 1. Suitable unit having a series of flat, notched discs for punching and anchoring mulch in soil, or a regular farm disc weighted and set nearly straight as a substitute.
- C. Latex Base Adhesive:
 1. Latex base adhesive mixed with water at a 25 to1 ratio of water to adhesive with 25 lbs of recycled newsprint as a tracer.
- D. Recycled Newsprint:
 1. Mix 7 lbs of newsprint with 7 gallons of water.
- E. Guar Gum:
 1. Mix 1 lb of dry adhesive with 26.5 gallons of water with 5 lbs of recycled newsprint as a tracer.

2.04 FERTILIZER

- A. Fertilizer shall be a standard commercial grade fertilizer, conforming to state regulations, of the type recommended for grasses. The fertilizer shall contain slow release nitrogen amounting to 75% of the nitrogen available.
- B. Fertilizer shall be uniform in composition, free flowing and suitable for application with method selected.
- C. Fertilizer for hydraulic seeding shall be soluble or ground to a fineness that will permit complete suspension of all insoluble particles in the slurry.

2.05 AGRICULTURAL LIMING MATERIALS

- A. Burnt lime (quick lime), hydrated lime, limestone (calcite and dolomite), marble shells and by-products shall conform to the requirements of ASTM C602.

2.06 WATER

- A. Free of matter harmful to plant growth.

2.07 STAPLES

- A. Wire staples for holding mulching materials in place shall be not less than 6 inches long No. 11 (U.S. Steel Gage) steel wire or longer.

2.08 TOPSOIL

- A. Topsoil shall be fertile, friable, sandy clay loam without admixture of subsoil. Topsoil is to be free of glass, stones greater than 1 inch in any dimension, weeds, undesirable grasses and other extraneous materials. Topsoil shall have the following range of values:

Quality Parameter	Range of Value
Soil pH	5.0 to 7.5
Soluble Salts	500 ppm max
organic content	5 to 30 %
silt content	35% to 50%

clay content	5% to 10%
USDA Soil Classification	Loam or Sandy Loam
deleterious mat'l*	5% max
*rocks, gravel, stones, sticks, roots, sod, etc	

- B. Compost may be mixed with topsoil to obtain the desired content. Topsoil is to be final screened thru a 5/8 inch maximum mesh screen prior to delivery to the Project site.
- C. Engineer shall review source and final screen results prior to release of topsoil.
- D. Contractor shall submit a certified analysis of the topsoil from each source to the Engineer.
- E. Topsoil shall be placed in 3 inch minimum thickness throughout, or as specified in the Plans or Specifications.
- F. Contractor shall obtain his own topsoil borrow pit source and shall obtain all necessary permits and agreements for the use of such borrow pits at Contractor's expense.

2.09 IMPROVED TOPSOIL

- A. Improved topsoil shall consist of a mixture of 2/3 topsoil and 1/3 compost. The improved topsoil mixture shall have a dark brown or black color, be capable of supporting plant growth without ongoing addition of fertilizers or other soil amendments and shall not have objectionable odor.

2.10 COMPOST

- A. Compost shall be mature/stabilized, humus-like material derived from the aerobic decomposition of yard waste (i.e., grass clippings and leaves) or other materials as designated compostable and shall be in compliance with all federal and state laws. The mixture shall be free of objectionable odors, glass, plastic, metal, and other contaminants; as well as viable weed seeds and other plant parts capable of reproducing. The mixture shall be such that no visible water or dust is produced when handling it.
- B. The manufacturer of the compost shall maintain annually on file with the Michigan Department of Agriculture, Pesticide and Plant Pest Management Division, test data and a statement to show that the following criteria are being met by the compost provided for the project.
- C. The composition of the compost shall be within the following range of values:

Quality Parameter	Range of Value
Soil pH	6 to 7.5
Soluble Salts	2 to 5 mmho/cm
Carbon/Nitrogen Ratio	13 to 20 parts Carbon to 1 part Nitrogen
Inerts	< 1%
Organic matter	35 to 55 %
Nitrogen	1 to 2 %
Phosphorus	0.2 to 0.8 %
Potassium	0.5 to 1.5 %
Unit Weight	535 to 775 Kg/m3
Moisture Content	40 to 50 %
Particle Size	< 20 mm maximum
Water Holding Capacity	> 100%
Heavy Metals	None

1. Maturity/Stabilization: An acceptable test that can demonstrate Maturity/Stability.
2. Temperature: The compost material must have undergone the procedure to significantly reduce the pathogen level as referenced in EPA 40 CFR, Part 257 Regulations, Federal

Register Vol. 58, No. 32, dated 2/19/93; Rules and Regulations. The temperature must be maintained at 40° C for 5 days with a temperature exceeding 55°C for at least 4 hours.

3. Pathogens and Trace Elements: Shall meet the requirements of EPA 40 CFR; Part 503 Regulations, Federal Register Vol. 58, No. 32, dated 2/19/93; Rules and Regulations.
4. To comply with the annual filing requirements, the supplier of the compost shall certify that the compost meets EPA 40 CFR, Part 257 and 503 Regulations, Federal Register Vol. 58, No. 32; dated 2/19/93; Rules and Regulations.
5. A data sheet shall accompany the certification.
 - a. The data sheet shall show the following:
 - b. Standard compost total nutrient test results, including N, P, K, Ca, Mg, Mn, Cu, Fe total carbon, pH, as provided by an acceptable testing laboratory.
 - c. Organic content
6. Inert contamination
 - a. Soluble salts
 - b. Carbon/Nitrogen ratio
 - c. Proof of maturity/stability acceptable to the Michigan Department of Agriculture

PART 3 EXECUTION

3.01 PREPARATION OF SUBGRADE

- A. Complete all fine grading within the areas to be covered with topsoil necessary to bring the surface of the proposed subgrade to the elevations indicated on the Plans and parallel to the proposed finished grade.
- B. The surface of the subgrade immediately prior to being covered with topsoil shall be raked or otherwise loosened to a minimum depth of 2 inch to facilitate making a bond between the subsoil and the topsoil.

3.02 PREPARATION OF SOIL

- A. After the areas to be seeded have been brought to the required grade and properly trimmed and cleaned up, the existing soil shall be brought to a friable condition by harrowing or otherwise loosening and mixing to a depth of at least 4 inches.
- B. Lumps and clods shall be thoroughly broken. When the area to be seeded has been prepared and covered with a layer of topsoil as specified under Part 3 of this Section, this operation will not be required.

3.03 PREPARATION OF MULCH MATERIAL

- A. When seed is to be sown through mulch which has been in place for a period of more than two (2) weeks or which is being held in place by a surface-applied coating of asphalt emulsion or other adhesive, the mulched area shall be prepared for seeding by discing, a spike-toothed harrow, or by other means acceptable to the Engineer.

3.04 PLACING AND SPREADING TOPSOIL

- A. Topsoil shall be placed and spread over the area designated on the Plans, or as determined by the Engineer, to a depth of 4 inches or to such depth as specified on the Plans.
- B. Topsoil shall be placed to a depth sufficiently greater than that shown on the Plans or specified so that, after natural settlement or rolling, the completed Work will conform to the lines, grades and elevations shown on the Plans.

- C. Spreading of topsoil shall be completed in such a manner that seeding as specified can proceed without additional moving of topsoil. Topsoil furnished and placed shall be considered incidental to seeding unless otherwise specified in the Proposal.
- D. After topsoil is spread, large earth lumps, rocks, roots, debris, or other foreign matter shall be raked and removed from the topsoiled area and legally disposed of by the Contractor.

3.05 FERTILIZING

- A. Chemical fertilizer shall be applied on the prepared soil surfaces at a minimum rate of 660 lbs per acre of 12-12-12 fertilizer, or such other rate of another fertilizer mixture that yield 240 lbs per acre of chemical nutrient.
- B. Dry fertilizers shall be thoroughly disced, harrowed or raked into the soil to a minimum depth of not less than 1 inch.
- C. Where hydraulic seeders are used for sowing seed, one half the recommended rate of fertilizer may be spread in combination with such sowing with the balance incorporated into the soil prior to seeding. In all other cases, fertilizer shall be incorporated into the soil before any seeding is started.

3.06 SEEDING

- A. Seed of the kind required shall be sown at the rate as specified in Table 2. Seed shall be sown in the presence of an inspector by mechanical spreader, hydraulic seeder or broadcasting. The broadcasting method shall be used for sowing seed only in areas inaccessible to mechanical spreading equipment. Seeding during winds above 15 mph shall not be permitted.
- B. Prior to placing seed materials, water topsoil to a depth of 4 inches at least 48 hours prior to seeding operations to obtain a loose friable seed bed. Time and depth of watering operations shall be varied at the direction of the Engineer for varying conditions at the site of the Work.
- C. Broadcasting methods for sowing seed materials shall be accomplished by spreading one-half of the specified amount of seed in one direction and then broadcasting the remaining one-half of the seed at right angles to the first seeding pattern using the same broadcast method.
- D. Rate of broadcast shall be as specified herein or per the written recommendations of the Producer of the seed material used.
- E. Roll seeded area with roller weighing a maximum of 150 pounds per foot of width.
- F. Hydroseeding shall be performed using suitably acceptable hydraulic seeding equipment and a homogeneous slurry solution of water, seed, fertilizer and suitable mulch material as approved by the Engineer. Seed slurry mixture shall be distributed uniformly at a rate approved by the Engineer for the seeding materials and/or mulch materials used to suit the seed application rate. Seed application rate shall be 300 pounds per acre.

3.07 MULCHING

- A. Mulching shall consist of placing a mulch material on areas that have been or are to be seeded. Mulch shall be placed in a loose enough condition so as to allow penetration of sunlight and circulation of air, but thick enough to shade the ground, reduce the rate of water evaporation and prevent erosion by wind or water. Mulch shall be secured with suitably acceptable anchoring material.
- B. For surfaces and slopes on which power equipment can be operated, satisfactory mulching materials include the following:
 - 1. Small grain wheat straw or grass hay applied at 1-1/2 to 2 tons per acre with disc packer, asphalt or netting tie-down.
 - 2. Wood chips applied at 6 to 9 tons per acre.

3. Asphalt emulsion alone at 600 to 1200 gallons per acre. (This application is suitable for limited periods of time and where trampling by either people or animals will not occur.)
- C. For surfaces and slopes where power equipment cannot be operated, satisfactory mulching materials include the following:
1. Straw or grass hay applied at 1-1/2 to 2 tons per acre, anchored with asphalt or netting tie-down.
 2. Asphalt emulsion alone at 600 to 1200 gallons per acre. (Limited to areas where tracking is not a problem.)
- D. Anchor straw or hay mulch by the methods as specified herein.
- E. Wood chips will not need anchoring when used on workable slopes.
- F. Commercially manufactured netting and/or fiberglass materials shall be anchored in accordance with the manufacturer's printed instructions for the material used.
- G. Punch and anchor mulch material into soil using mulch anchoring tool. Soil must be moist, free of stones and loose enough to permit disc penetration to a depth of 3 inches.
- H. Blow on liquid or emulsified asphalt materials with the straw or hay mulch or spray or sprinkle asphalt tie-down materials immediately after mulch is spread.
1. Apply emulsified asphalt at 200 gal per acre.
 2. Do not apply emulsified asphalt during freezing weather since it contains approximately 50% water.
 3. Apply liquid (cut back) asphalt at approximately 485 gal per acre.

3.08 CONVERSION FROM SOIL PROTECTION TO PERMANENT VEGETATION

- A. Following straw or hay mulching, grass seeding can be made in early spring by broadcasting seed directly into the mulch. Fertilizer or lime, where needed, should be incorporated into the soil before mulching.
- B. Asphalt emulsion alone can be readily incorporated into the soil by ordinary tillage before seeding.
- C. Wood chip mulch may be removed before seeding or incorporated deeply into the soil. If wood chips are incorporated into the soil, the addition of extra nitrogen fertilizer to the soil will be required to provide nitrogen in the new seeding.
- D. Fiberglass mulch shall be removed before seeding because of its permanence. Care shall be taken to prevent fiberglass filaments left in place from becoming entwined or wound around shafts of power mowers or other power equipment.
- E. Acceptable proprietary netting and erosion control materials shall be disposed of in accordance with the manufacturer's printed instructions for the material used prior to any seeding operations.

3.09 TURF ESTABLISHMENT

- A. Seeded areas shall be watered whenever excessive drying is evident during the period set for establishment. Watering shall be done in a manner that will prevent erosion due to the application of excessive quantities and the watering equipment shall be of a type that will prevent damage to the cultivated surfaces.
- B. Contractor shall be responsible for the proper care of the seeded areas until final acceptance of the entire Work covered by the Contract.
- C. The seeded areas shall be mowed with mowing equipment acceptable to the Engineer to a height of 2 inches whenever the average height of grass establishment reaches four 4 inches.

When the amount of cut grass is heavy, cut grass shall be removed to prevent destruction of the underlying grass.

- D. If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of rank growths, shall be uprooted, raked and legally disposed of from the area.
- E. Reseed and mulch areas larger than 4 sq inches not having a dense, uniform, vigorous stand of grass acceptable to the Engineer.
- F. The establishment period shall extend for a period from the time of seeding until the seeded area has a uniform stand of grass acceptable to the Engineer. The minimum period shall be 30 days.
- G. If after 60 days from the initial seeding a dense, uniform, vigorous stand of grass has not been established by the Contractor, the Owner may reseed the defective areas and all costs will be deducted from the Contractor's payments.

END OF SECTION

EXHIBIT 1 PROJECT FORMS

1. Certificate of Substantial Completion
2. Change Order
3. Change Proposal
4. Construction Change Requisition / Work Change Directive
5. Field Order
6. Non-Compliance Notice / Order to Remove Defective Work
7. Open Items List
8. Punch List Items
9. Request for Final Inspection
10. Request for Information
11. Substitution Request Form
12. Warranty Data Sheet



CERTIFICATE OF SUBSTANTIAL COMPLETION

350-02
(Rev. 04/2019)

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Contract Date.: _____ Date of Issuance: _____

Project or Designated Portion Shall include:

The Work performed under this Contract has been reviewed and found to be Substantially Complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work or designated portion thereof, is the date certified by ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, which has been prepared by ENGINEER, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The responsibilities of OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note - OWNER's and CONTRACTOR's legal and insurance counsel should determine and review insurance requirements and coverage; CONTRACTOR shall secure consent of surety company, if any.)

OWNER shall have 45 days after receipt of this certificate during which he may make written objection to ENGINEER and CONTRACTOR as to any provisions of the certificate or attached list. Such objection may be cause for this Certificate of Substantial Completion to be null and void.

Engineer's Signature

Print Name

Date



CHANGE ORDER NO. _____

305.08
(Rev. 04/2019)

Prepared By: _____

Date of Issuance: _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

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

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$ _____

from previously approved Change
Orders No. _____ to No. _____ :
\$ _____

Contract Price prior to this Change Order:
\$ _____

of this Change Order:
\$ _____

Contract Price incorporating this Change Order:
\$ _____

Original Contract Times:
Working Days Calendar Days
Substantial Completion (date):
Ready for final payment (date):

from previously approved Change
Orders No. _____ to No. _____ :
Substantial Completion (days):
Ready for final payment (days):

Contract Times prior to this Change Order:
Substantial Completion (date):
Ready for final payment (date):

of this Change Order:
Substantial Completion (days):
Ready for final payment (days):

Contract Times with all approved Change Orders:
Substantial Completion (date):
Ready for final payment (date):

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: _____

Change Order becomes effective upon date of final signature.



CHANGE PROPOSAL NO. _____

305.01
(Rev. 04/2019)

Prepared By: _____

Date of Issuance: _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

This Change Proposal is submitted in accordance with Paragraph 10.06 of the General Conditions.

If this Change Proposal is accepted, either in whole or in part, a Change Order will be issued to modify the Contract Documents accordingly.

Detailed Description of Proposed Change:

Attachments: (List documents attached supporting requested change):

<u>CHANGE IN CONTRACT PRICE</u> of this requested Proposal: \$ _____	<u>CHANGE IN CONTRACT TIME</u> of this requested Change Proposal: Substantial Completion (days): _____ Ready for final payment (days): _____
---	--

Engineer's Decision on Change Proposal:

ENGINEER:	OWNER:	CONTRACTOR:
By: _____ <i>Engineer (Authorized Signature)</i>	By: _____ <i>Owner (Authorized Signature)</i>	By: _____ <i>Contractor (Authorized Signature)</i>
Date: _____	Date: _____	Date: _____



CONSTRUCTION CHANGE REQUISITION WORK CHANGE DIRECTIVE

No.
305.05
(Rev. 05/2019)

Prepared By: _____

Date: _____
Page: of

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Description or Work:

Reason:

Item No.	Description	Unit	Quantity Increase (Decrease)	Unit Price	Amount Increase (Decrease)
				Net Cost	

Request for Contract Time Extension: Add Days Not Applicable

Contractor (Representative) Date Wade Trim (Representative) Date



FIELD ORDER NO. _____

305.04
(Rev. 04/2019)

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	
Date:			
Prepared by:			
Subject / Description:			

Classification:	Clarification or Interpretation of Contract Documents
	- Minor Change in Work Which Does Not Involve Contract Price or Contract Time
	Minor Change in Addition to Work

Reason:

Resident Project Representative Date

Contractor's Authorized Representative Date



NON-COMPLIANCE NOTICE / ORDER TO REMOVE DEFECTIVE WORK NO. _____

330.06
(Rev. 01/2018)

Job No.: _____

Date: _____

Project: _____

Time: _____

Attention: _____

You are hereby notified that:

_____ does not conform to the Contract Requirements. The Specification violated in Section _____, Article _____, Drawing No. _____. Under the provisions of the Contract, the requirements are _____

Non-complying work may be required to be removed and replaced at no cost to the Owner.

Non-complying work may be removed and replaced at no cost to the Owner. No work shall continue until the defective work has been removed.

It shall be the Contractor's responsibility to determine the corrective action plan necessary to bring the work into compliance. This action plan shall be submitted to the Owner and his authorized representative for their review and concurrence that said corrective action will adequately address the deficiency. If you refute the initial findings, it is your responsibility to make your position known to the Owner and his representative with sufficient documentation that your position can be evaluated. All actions described above shall be done in writing as near to the date of the Notice as possible, but no later than ten (10) days after the issuance of said Notice.

Resident Project Representative (Signature)

Non-Compliance Notice Received By Contractor

Received On: _____
Date

By: _____
(Signature)

Title: _____

Corrective action to be taken by Contractor: _____

Date

By: _____
(Signature)

Owner's Acknowledgement

Accepted

Accepted as Noted

Unacceptable

Pricing

Date

By: _____
(Signature)



REQUEST FOR FINAL INSPECTION

350.06
(Rev. 04/2019)

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

The project to which this request applies has been inspected by authorized representatives of CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete to a point that a project punch list should be prepared in accordance with the following schedule:

Develop Preliminary Punch List **Date:** _____

Responsibility: Owner, Contractor and Engineer
Engineer shall have 2 weeks to prepare the punch list.

Complete Preliminary Punch List Items **Date:** _____

Responsibility: Contractor
Contractor shall have 2 weeks to complete the items on the punch list.

Develop Final Punch List (if needed) **Date:** _____

Responsibility: Owner, Contractor and Engineer
If needed, a second and final punch list will be prepared within 2 weeks by Engineer.

Complete Final Punch List Items **Date:** _____

Responsibility: Contractor
Contractor shall have 2 weeks to complete the items on the second and final punch list.

Process Final Payment **Date:** _____

Engineer will have 2 weeks to review and submit final pay request documents from Contractor to the Owner for final payment upon satisfactory completion of punch list items by Contractor.

This notice signed and dated through mutual agreement of CONTRACTOR and ENGINEER will initiate the time sequence for the approved execution of finalizing _____

Contract in _____, Michigan, dated _____.

COPY: OWNER

Date: _____

ENGINEER's Representative

Date: _____

CONTRACTOR's Representative

[Contractor to
Insert logo here]

REQUEST FOR INFORMATION (RFI) NO. _____

311-01
(Rev. 04/2019)

Page: 1 of

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

RFI Subject:			
Division:		Spec Section:	
Plan Sheet No(s).:			
Date Received:		Requested Response Date:	
Returned to Contractor:			

Is there potential for effects to the Contract?

Contract Price Impact:

Contract Schedule Impact:

Information Requested

Attachments

Response**Attachments**

Response by: _____ Date: _____

THIS REPLY IS GIVEN WITH THE EXPRESSED UNDERSTANDING THAT IT DOES NOT CONSTITUTE BASIS FOR CHANGE IN PRICE OR TIME OF THE CONTRACT UNLESS OTHERWISE INDICATED.



REQUEST FOR INFORMATION (RFI) NO. _____ RESPONSE

311-01
(Rev. 04/2019)

Page: 1 of

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

RFI Subject:			
Division:		Spec Section:	
Plan Sheet No(s).:			
Date Received:		Requested Response Date:	
Returned to Contractor:			

REVIEWER INFORMATION

Reviewed By:	
Email:	
Phone:	

RESPONSE:

Attachments

Response by: _____ Date: _____

THIS REPLY IS GIVEN WITH THE EXPRESSED UNDERSTANDING THAT IT DOES NOT CONSTITUTE BASIS FOR CHANGE IN PRICE OR TIME OF THE CONTRACT UNLESS OTHERWISE INDICATED.



SUBSTITUTION REQUEST FORM

310.06
(Rev. 04/2019)

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Specification Section: _____ Article No.: _____
 Specified Product: _____
 Proposed Substitution: _____

Does specified product exceed in any respect, proposed substitution?	Yes	No
Does substitution affect dimensions shown on Plans?	Yes	No
Does substitution affect other trades more than original product?	Yes	No
Does warranty differ from that specified?	Yes	No
Does substitution affect cost to OWNER?	Yes	No
Does substitution result in any license fee or royalty?	Yes	No

If you indicated "Yes" to any of the items above, attach thorough explanation for the following:

1. Explain any differences between proposed substitution and specified product.
2. Summarize experience with product and manufacturer in Project area.
3. Attach complete technical data and literature.

The undersigned states that the function, appearance, and quality of the proposed substitution is equivalent or superior to the specified item, and that all information above and attached is true and correct.

Submitted by: _____ Date Submitted: _____
 Company: _____
 Address: _____
 Telephone: _____ Email: _____
 Signature: _____

ACTION STATUS	
ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
1. Approved (A) 2. Approved as Noted (AN) 3. Revise and Resubmit (RR) 4. Not Approved - See Remarks (NA)	None Confirm Resubmit
<p>Engineer's review is for general conformance with the design concept and contract documents. Markings or comments should not be construed as relieving the contractor from compliance with the project requirements, nor departures therefrom. The contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.</p> <p style="text-align: center;">WADE TRIM</p> <p>By: _____ Date: _____</p>	



WARRANTY DATA SHEET

350.07
(Rev. 04/2019)

Date: _____
Page: _____ of _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	
Contractor Address:		Phone:	

Project Description:

Supplier/Vendor: _____ Phone: _____
Address: _____

Manufacturer: _____ Serial No. _____

Manufacturer Part No.: _____ Asset / Part Name: _____

Location: _____ Owner ID No.: _____

Warranty Provider: _____

Warranty Type (labor, parts, parts and labor, etc.) _____

Warranty Description:

Warranty Class/Limitations: Limited 1 year 2 year
Other: _____

Warranty Date: _____ Initial Reading: _____

Warranty Expiration Date: _____ Maximum Reading: _____

Exclusions:

Comments:

Attachment: Copy of Warranty