Project Specifications

Grand Haven Charter Township
Ottawa, Michigan

Pottawatomie Park – 2021 CZM Grant Improvements

December 2020

2200479
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[Intentionally left blank]
1. RECEIPT OF BIDS

Sealed bids for the above project will be received by Grand Haven Charter Township of 13300 168th Avenue, Grand Haven, Michigan 49417 until:

10:00 a.m. (local time) on Tuesday January 19, 2020

at which time the bids will be publicly opened and read aloud.

2. SCOPE OF PROJECT

The project consists of furnishing all material and constructing the following:
Removal of an existing wood retaining wall, concrete sidewalk, wood boardwalk, and wood pilings. Installation of new concrete sidewalk, wood pilings, boardwalk, segmental retaining wall, boulder walls, natural shoreline, parking lot striping and signs, and restoration seeding and plantings. Including all necessary appurtenances and restoration.

3. EXAMINATION OF SPECIFICATIONS

Contract documents may be examined online at www.preinnewhof.com/planroom or at the offices of:

Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, Michigan 49417
Prein&Newhof, 4910 Stariha Drive Muskegon, MI 49441
Prein&Newhof, 3355 Evergreen Drive NE, Grand Rapids, MI 49525
And some local plan rooms.

4. DEPOSIT FOR DRAWINGS AND SPECIFICATIONS

Drawings and specifications are available online at www.preinnewhof.com/plan-room or at the Grand Rapids Office of Prein&Newhof after December 21, 2020. Electronic drawings, specifications and bidding documents will be accessible/available only to those Bidders who are active members of the Prein&Newhof Plan Room. Bidder assumes sole risk for any project specifications and drawings, electronic or hard copy, obtained other than directly from Prein&Newhof. Hard copy drawings and specifications are available for the fee of $94.00 dollars. Prein&Newhof Plan Room members who want to purchase the hard copy of the drawings only, may do so for $36.00 dollars. A $15 dollar charge will be added to all mailed drawings and/or specifications. Fees are payable by cash or check only and are not refunded.
5. **FUNDING**

The work to be performed under this contract will be financed and paid for by funds received from a Coastal Zone Management Grant as well as Grand Haven Charter Township.

6. **BID SURETY**

A bid bond, certified check, or cashier’s check payable to Grand Haven Charter Township in an amount equal to five percent (5%) of the total price shall accompany each bid. This surety shall bind the bidder for a period of forty-five (45) days after the receipt of bids.

7. **COMPLETION DATE**

The projects shall be substantially completed by September 14, 2021 and ready for final payment on September 30th, 2021.

William D. Cargo, Superintendent
Grand Haven Charter Township
Ottawa County, Michigan
1. CONTRACT DOCUMENTS

The contract documents consist of material outlined in Article 9 of the Agreement. Each Bidder shall carefully examine his copy of the contract documents for completeness. No claim will be allowed on the basis that the contract documents are not complete.

2. INTERPRETATION OF THE CONTRACT DOCUMENTS

It is the intent of these contract documents to be clear, complete and consistent. If Bidder is of the opinion that any portion of the contract documents is ambiguous, inconsistent or contains errors or omissions Bidder shall, prior to submitting its bid, in writing request Engineer to clarify that portion of the contract documents as an addendum. This interpretation or correction will be made a part of the contract documents as an addendum. Any such addendum shall be mailed, faxed, e-mailed or delivered only to each person recorded as having received/downloaded a copy of the contract documents directly from Prein&Newhof.

Only written addenda issued by the Engineer shall be binding. Oral interpretations, information or instructions by any office or employee of the Owner or Engineer are not authorized and therefore are not binding.

Questions related to the project shall be directed to Matt Hulst, P.E. at 231-798-0101 or via email at mhulst@preinnewhof.com.

Any conclusions or information obtained or derived from Contract Documents will be at the user’s sole risk. Prein&Newhof will maintain the master copy (hard copy), from which all electronic copies are based in its Grand Rapids Office. In the case of any contract discrepancy, the Master Copy (hard copy) shall be considered the controlling document.

3. BIDDERS INVESTIGATION

The Bidder will be responsible for inspecting the site of the proposed work to determine for himself all conditions under which he will be obligated to work. It is also expected that he will investigate and make his own determination concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials, and concerning other local conditions that may affect his work.
4. BID PROPOSAL PREPARATION

A. Name, Address and Legal Status of Bidder

The name and legal status of the Bidder, Corporation, Partnership or an Individual, shall be stated in the Proposal. A corporation Bidder shall name the state in which its Articles of Incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership Bidder shall give the full names and addresses of all partners. An L.L.C. Bidder shall provide the full names and addresses of all members.

Anyone signing a proposal as an agent of another must submit, with his proposal, legal evidence of his authority to act as an authorized agent of the party.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after a signature.

B. Bid Surety

See ADVERTISEMENT “BID SURETY”

C. Proposal Form

The Bidder is to complete the Bid Proposal Documents that are included in the Project Specification book (online or hard copy), referring to the table of contents to identify the exact order of these documents. Regardless of how the bid documents are received, a hard copy (paper copy) of the Bid Proposal Documents must be submitted for bidding purposes. No electronically-submitted Proposals will be accepted. The Bid Proposal Documents include: Bid Proposal Checklist, Bid Proposal, and Bid Proposal – Unit Prices.

The Bidder must provide the signed Bid Proposal Documents in either type written or hand written (in ink) form and clearly and completely set forth all required lump sum amounts, unit prices or other costs in a legible and understandable manner. Illegibility of any work or figure in the proposal may be sufficient cause for rejection of the proposal by the Owners. No electronically-submitted Proposals will be accepted.

Each proposal must be enclosed in a sealed envelope addressed to Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, Michigan 49417 and labeled “Proposal for Grand Haven Charter Township, Ottawa County, Michigan, Pottawattomie Park – 2021 CZM Grant Improvements.” No electronically submitted Proposals will be accepted.

D. Proposal Data

Proposals shall be carefully prepared in strict accordance with contract requirements and these instructions and shall include all pertinent information required by the proposal form. Failure of the bidder to comply in any respect shall be grounds for rejection of the bidder's proposal.
The proposal for work is on a lump sum basis.

The bids will be based on the comparison of totals of the extensions of the stated unit prices. In case of an error in preparation of the bid form, the unit prices will be used.

No partial bids will be considered.

E. Experience and Qualifications

It is the intention of the Owner to award this contract to a Bidder that will perform and complete all work in compliance with the Contract Documents and in a workmanlike and professional manner. Bids are therefore only solicited from responsible Bidders known to be skilled, experienced and regularly engaged in work of similar character and magnitude to that covered by these contract documents.

After the opening of bids, when so requested by the Owner or Engineer, the Bidder will be required to provide documentation of the extent and nature of his experience in work of this kind and to furnish references as to his experience on projects of similar types and concerning contractor’s ability to timely and within budget perform work of the type involved in this project. The successful Bidder shall submit a statement of his experience and financial status, a list of all jobs he now has underway, with the volume and percent completed. If the successful Bidder is an LLC, bidder shall provide, if requested, personal guarantees of its members.

In addition to the above, when so requested, the Bidder shall meet with the Owner's representatives and give further information in relation to his proposed construction plan, methodology, and schedule of operations, in order to determine the Bidder’s qualifications, ability to perform the Work, and timely complete the Work in accordance with the contract requirements.

F. Return of Bid Deposits

The bid deposits of all Bidders, except the three lowest Bidders, will be returned within seven days after the opening of the bids. The bid deposits of the three lowest Bidders will be returned (1) within 48 hours after the contract shall have been awarded to the successful Bidder, the signed agreement has been delivered, and the required bonds have been approved by the Owner, or (2) after rejection of all bids.

5. WITHDRAWAL OF BIDS

Any Bidder who has submitted a proposal to the Owner may withdraw his bid at any time prior to the scheduled time for opening bids. No Bidder may withdraw his bid after the opening for a period of forty-five (45) days thereafter.
6. AWARD AND EXECUTION OF THE CONTRACT

The contract shall be deemed as having been awarded when formal Notice of Award shall have been duly provided by the Owner upon the Bidder.

The Bidder to whom the contract shall have been awarded will be required to execute an Agreement in the form included in the Contract Documents and to furnish sureties, insurance policies and certificates all as required within fifteen (15) days after the award. In case of his refusal or failure to do so, he will be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared forfeited to the Owner and the work may be awarded to another Bidder.

7. WOMEN AND MINORITY OWNED BUSINESSES

Women and minority owned businesses are highly encouraged to provide a proposal for the work described.

8. NON-DISCRIMINATION CLAUSE

This project must comply with all requirements of 1976 PA 453(Elliot-Larsen Civil Rights Act) and 1976 PA 220 (Persons with Disabilities Civil Rights Act) as amended.

9. BID ALTERNATES

The bid shall include alternates as described in this section. The Owner reserves the right to select either or both alternates:

A. Alternate 1 – Boardwalk Scope Reduction

A deduct shall be supplied for eliminating the boardwalk between the two platforms as shown on the drawings and described in the specifications. The deduct shall account for costs associated with providing additional railing if the deduct is accepted.

B. Alternate 2 – Composite Decking

Contractor shall provide a add/deduct to install composite decking on all boardwalk structures as specified in the contract documents. A add/deduct shall be provided for modification of the base bid and for modification is Alternate 1 is accepted.
Bid Proposal Checklist

Owner: Grand Haven Charter Township

Project Title: Pottawattomie Park – 2021 CZM Grant Improvements

Project #: 2200479

This checklist is for the bidder's convenience and the Engineer's use. It should be reviewed thoroughly before submitting a bid.

☐ Bid submitted on time.

☐ Bid surety properly completed and enclosed.

☐ Addenda, if applicable, has been acknowledged and any revisions to the proposal completed.

☐ Bid proposal legally signed in ink.

☐ All unit prices are completed in ink.
Owner: Grand Haven Charter Township

Owner Address: 13300 168th Avenue, Grand Haven, Michigan 49417

Project Title: Pottawatomie Park – 2021 CZM Grant Improvements

Bid Date & Time: Tuesday, January 19, 2021 at 10:00 am  Project #: 2200479

The undersigned, being familiar with the site, plans, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: __________________________

Receipt of Addenda

Receipt of Addenda _______ through ________ is hereby acknowledged.

Summary of Bids

Total Bid $ __________________________

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

Contractor’s Name __________________________ Telephone Number __________________________

Business Address __________________________ City __________________________ Zip Code __________________________

Signature __________________________ Title __________________________ Date __________________________

Seal (if bidder is a corporation)
ALTERNATE ACTIVITIES

The Contractor shall provide supplemental cost data for the alternates outlined in the Project Specifications. The lump sum bid shall include those items specified as “Base Bid”. Base bid shall include all requirements of the project drawings and specifications. The alternate pricing shall include all associated activities required for a complete installation of that alternate.

The Owner may elect to choose any of the alternates listed below for which the Contractor shall provide pricing and the contract amount will be adjusted accordingly.

1. Alternate No. 1 consists of eliminating the boardwalk between Overlook 1 and 2.

   Alternate 1, deduct _____________________________ lump sum

2. Alternate No. 2 consists of using composite decking instead of treated lumber. Price shall be provided for base bid and if Alternate 1 is accepted.

   Alternate 2 (for base bid), add/deduct _____________________________ lump sum

   Alternate 2 (for Alternate 1), add/deduct _____________________________ lump sum
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, MI 49417 (“Owner”) and [Contractor Name & Address] (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Pottawattomie Park – 2021 CZM Grant Improvements

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pottawattomie Park – 2021 CZM Grant Improvements

ARTICLE 3—ENGINEER

3.01 The Owner has retained Prein&Newhof, 4910 Stariha Drive Muskegon, MI 49441 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Prein&Newhof.

ARTICLE 4—CONTRACT TIMES

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

4.02 Contract Times: Dates
   A. The Work will be substantially complete on or before September 14, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2021.

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

4.04 Milestones
   A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days]

2. Milestone 2 [event & date/days]

3. Milestone 3 [event & date/days]

4.05 Liquidated Damages

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

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones: Contractor shall pay Owner $[number*] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

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

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $[number].

4.06 Special Damages

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in
Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of $[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

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<th>Item No.</th>
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Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) $[number].

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $[number].

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

   a. 90 percent of the value of the Work completed (with the balance being retainage).

      1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate of 0 percent per annum.
ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: 2021 CZM Improvements.
7. Addenda (numbers [number] to [number], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 2, inclusive)
   b. Insurance Specifications (pages 1 to 13, inclusive).
   c. The 2012 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents.
   d. [List other required attachments (if any), such as documents required by funding or lending agencies]
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.
   e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.

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

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

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

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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

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

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

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

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

Owner:  
Grand Haven Charter Township  
(typed or printed name of organization)

By:  
(individual’s signature)

Date:  
(date signed)

Name:  
(typed or printed)

Title:  
(typed or printed)

Attest:  
(individual’s signature)

Title:  
(typed or printed)

Address for giving notices:  
13300 168th Avenue  
Grand Haven, MI 49417

Designated Representative:  
Name:  
(typed or printed)

Title:  
(typed or printed)

Address:  

Phone:  

Email:  

Contractor:  
(typed or printed name of organization)

By:  
(individual’s signature)

Date:  
(date signed)

Name:  
(typed or printed)

Title:  
(typed or printed)

Attest:  
(individual’s signature)

Title:  
(typed or printed)

Address for giving notices:  

Designated Representative:  
Name:  
(typed or printed)

Title:  
(typed or printed)

Address:  

Phone:  

Email:  

License No.:  
(where applicable)

State:  

## PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Surety</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
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<tr>
<td>Address <em>(principal place of business):</em></td>
<td>Address <em>(principal place of business):</em></td>
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<tr>
<th>Owner</th>
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<td>Grand Haven, MI 49417</td>
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### Bond

- **Bond Amount:**
- **Date of Bond:** *(Date of Bond cannot be earlier than Effective Date of Contract)*
- Modifications to this Bond form:
  - ☐ None
  - ☐ See Paragraph 16

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

### Contractor as Principal

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### Surety

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By: *(Signature)*

By: *(Signature)*

*(Attach Power of Attorney)*

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

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

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

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

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

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

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

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

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

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

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

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows: [Describe modification or enter “None”]
# PAYMENT BOND

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<th>Surety</th>
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<tr>
<td>Address <em>(principal place of business):</em></td>
<td>Address <em>(principal place of business):</em></td>
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<tr>
<td>Name: Grand Haven Charter Township</td>
<td>Description <em>(name and location):</em> Pottawattomie Park – 2021 CZM Grant Improvements</td>
</tr>
<tr>
<td>Mailing address <em>(principal place of business):</em> 13300 168&lt;sup&gt;th&lt;/sup&gt; Avenue Grand Haven, MI 49417</td>
<td>Contract Price:</td>
</tr>
<tr>
<td></td>
<td>Effective Date of Contract:</td>
</tr>
</tbody>
</table>

## Bond
Bond Amount: 
Date of Bond: *(Date of Bond cannot be earlier than Effective Date of Contract)* 
Modifications to this Bond form: ☐ None ☐ See Paragraph 18 
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### Contractor as Principal
By:  
Name:  
Title:  
Attest:  
Name:  
Title:  
*(Full formal name of Contractor) (Signature) (Printed or typed) (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney) (Printed or typed) (Printed or typed) (Signature) (Printed or typed) (Printed or typed)*

### Surety
By:  
Name:  
Title:  
Attest:  
Name:  
Title:  
*(Signature) (Printed or typed) (Signature) (Printed or typed)*

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

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

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

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

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

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

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

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

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

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

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

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

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety’s total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

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

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

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

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

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

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

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

16. Definitions

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

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;
16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

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

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

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

18. Modifications to this Bond are as follows: [Describe modification or enter “None”]
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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

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

3. Application for Payment—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

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

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

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

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

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

10. Claim

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; 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, made pursuant to Paragraph 12.01.A.4, concerning disputes 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.

11. Constituent 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.

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

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

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

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

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

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

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

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

20. 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.

21. 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.

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

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

24. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
   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.

25. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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

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

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

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

31. **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.
32. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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

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

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

36. **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.

37. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. **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.

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

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

41. **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.

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

43. **Successful Bidder**—The Bidder to which the Owner makes an award of contract.

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

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

46. **Technical Data**
   a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
   b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
   c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

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

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

1.02 **Terminology**

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

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

C. **Day**: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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

E. **Furnish, Install, Perform, Provide**
   1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
   2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
   3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. **Contract Price or Contract Times**: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

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

**ARTICLE 2—PRELIMINARY MATTERS**

2.01 **Delivery of Performance and Payment Bonds; Evidence of Insurance**

   A. **Performance and Payment Bonds**: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

   B. **Evidence of Contractor’s Insurance**: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

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

2.02 **Copies of Documents**

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

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

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

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

2. a preliminary Schedule of Submittals; and

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

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

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

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
2.06  *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the 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, REQUIREMENTS, 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.
3.02 **Reference Standards**

A. **Standards Specifications, Codes, Laws and Regulations**

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

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

3.03 **Reporting and Resolving Discrepancies**

A. **Reporting Discrepancies**

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

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

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

B. **Resolving Discrepancies**

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

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

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

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer 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 Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.
ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed
   A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

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

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

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

4.05 Delays in Contractor’s Progress
   A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
   B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. 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 11.

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 11.07.

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.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

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

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

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

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;
(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

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

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

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
D. **Limitations of Other Data and Documents**: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner’s archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 **Differing Subsurface or Physical Conditions**

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

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

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

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

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

D. **Early Resumption of Work**: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer’s review or Owner’s issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. **Possible Price and Times Adjustments**

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
   a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
   c. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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;
   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 required by Paragraph 5.04.A.

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

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

F. **Underground Facilities; Hazardous Environmental Conditions**: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.
Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. Contractor’s Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
2. complying with applicable state and local utility damage prevention Laws and Regulations;
3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. Engineer’s Review: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor’s resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

E. **Early Resumption of Work**: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer’s review or Owner’s issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. **Possible Price and Times Adjustments**

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

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

2. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will 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, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor’s remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 **Hazardous Environmental Conditions at Site**

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

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

3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

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

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

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

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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

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

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

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.
ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

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

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

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

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

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

C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

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

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and
2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

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

J. If Contractor has failed to obtain and maintain required insurance, Contractor’s entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner’s termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor’s liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor’s Insurance

A. Required Insurance: Contractor shall purchase and maintain Worker’s Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and 

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds* The Contractor’s commercial general liability, automobile liability, employer’s liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor’s acts or omissions, or the acts and omissions of those working on Contractor’s behalf, in the performance of Contractor’s operations.

6.04 *Builder’s Risk and Other Property Insurance*

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

B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder’s risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder’s risk insurance. The builder’s risk insurance may terminate upon written confirmation of Owner’s procurement of such property insurance.
D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder’s risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. Insurance of Other Property; Additional Insurance: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor’s expense.

6.05 Property Losses; Subrogation

A. The builder’s risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder’s risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner’s existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer’s rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner’s property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

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

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder’s risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at
Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

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

7.03 Labor; Working Hours

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

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

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

7.04 Services, Materials, and Equipment

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

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

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

A. Contractor’s Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

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

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

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
   1) there will be no increase in cost to the Owner or increase in Contract Times; and
   2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

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

C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. Effect of Engineer’s Determination: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
E. **Treatment as a Substitution Request:** If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 **Substitutes**

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

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

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
   a. will certify that the proposed substitute item will:
      1) perform adequately the functions and achieve the results called for by the general design;
      2) be similar in substance to the item specified; and
      3) be suited to the same use as the item specified.
   b. will state:
      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
   c. will identify:
      1) all variations of the proposed substitute item from the item specified; and
      2) available engineering, sales, maintenance, repair, and replacement services.
   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in
Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

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

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

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

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

F. **Effect of Engineer’s Determination**: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer’s denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

**7.07 Concerning Subcontractors and Suppliers**

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor’s retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor’s obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

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

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or
otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner’s requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

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

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

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 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 an 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 will be disclosed in the Contract Documents.

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

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

7.09 Permits

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

7.10 Taxes

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

7.11 Laws and Regulations

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

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

C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

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

7.13 Safety and Protection
A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
   1. all persons on the Site or who may be affected by the Work;
   2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
   3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any
of them, or anyone for whose acts any of them may be liable, and not attributable, directly
or indirectly, in whole or in part, to the fault or negligence of Contractor or any
Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any
of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of
persons or property, or to the protection of persons or property from damage, injury, or
loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground
Facilities and other utilities (if the identity of such owners is known to Contractor); and other
contractors and utility owners performing work at or adjacent to the Site, in writing, when
Contractor knows that prosecution of the Work may affect them, and shall cooperate with
them in the protection, removal, relocation, and replacement of their property or work in
progress.

G. 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.

H. 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.

I. 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 15.06.C that the Work is acceptable, and Contractor has left the
Site (except as otherwise expressly provided in connection with Substantial Completion).

J. 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.

7.14 Hazard Communication Programs

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

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the
Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor’s response to an
emergency. If Engineer determines that a change in the Contract Documents is required
because of an emergency or Contractor’s response, a Work Change Directive or Change
Order will be issued.
7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
   a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   b. determine and verify:
      1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
      2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
      3) all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
   c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

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

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

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

C. **Engineer’s Review of Shop Drawings and Samples**

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

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

3. Engineer’s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

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

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

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

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

D. **Resubmittal Procedures for Shop Drawings and Samples**

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

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two
resubmittals. Engineer will record Engineer’s time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer’s charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

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

E. **Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs**

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
   c. Engineer’s review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. **Owner-delegated Designs:** Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 **Contractor’s General Warranty and Guarantee**

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor’s warranty and guarantee.

B. Owner’s rights under this warranty and guarantee are in addition to, and are not limited by, Owner’s rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

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

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

D. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents, or a release of Owner’s warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by Engineer;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

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

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity
directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

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

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor’s design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer’s review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

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

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

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

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

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

3. The extent of such authority and responsibilities.

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

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner’s employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor’s entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

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

ARTICLE 9—OWNER’S RESPONSIBILITIES

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

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

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

9.04 Pay When Due
A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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

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

9.07 Change Orders
A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.
9.08 Inspections, Tests, and Approvals
   A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

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

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

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

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

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

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

10.02 Visits to Site
   A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 **Resident Project Representative**

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 **Engineer’s Authority**

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

B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer’s authority as to changes in the Work is set forth in Article 11.

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

10.05 **Determinations for Unit Price Work**

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

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

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

10.07 **Limitations on Engineer’s Authority and Responsibilities**

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

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

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

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

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

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

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that 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, must be supported by Engineer’s recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

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

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

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 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 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 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 also on 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, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 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. Changes involving
the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer’s recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor’s safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

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

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

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 11.07.C).

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

1. A mutually acceptable fixed fee; or

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

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

   b. For costs incurred under Paragraph 13.01.B.3, the Contractor’s fee will be 5 percent;
c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor’s fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.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; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

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

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor’s fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, 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 one issue, or a set of closely related issues.
B. Change Proposal Procedures

1. **Submittal**: Contractor shall submit each Change Proposal to the Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. **Supporting Data**: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. **Engineer’s Initial Review**: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

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

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

C. **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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. **Post-Completion**: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.
11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

A. Claims Process: The following disputes between Owner and Contractor are subject 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;
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; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

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

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

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

13.01 Cost of the Work

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

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

2. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe
benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, 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, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Other costs consisting of the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

   c. Construction Equipment Rental

   1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,
machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.

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

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

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

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

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

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

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

5. 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.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor’s Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
   a. Contractor’s fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
   b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor’s fee will be determined as follows:
      1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor’s fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor’s accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor’s fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.
13.02 Allowances

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

B. Cash Allowances: Contractor agrees that:

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

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

C. Owner’s Contingency Allowance: Contractor agrees that an Owner’s 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

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

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

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

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

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

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

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

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

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

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

14.03 Defective Work

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

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

C. Notice of Defects: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work
A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at Contractor’s expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor’s full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

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

14.07 Owner May Correct Defective Work
A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then
Owner may, after 7 days’ written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.

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

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner’s request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer’s observations of the executed Work as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer’s knowledge, information and belief:
   a. the Work has progressed to the point indicated;
   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
   c. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:
   a. to supervise, direct, or control the Work;
   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer’s opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner 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, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will 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 therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner’s objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder’s risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents;
   b. consent of the surety, if any, to final payment;
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
   d. a list of all duly pending Change Proposals and Claims; and
   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment...
bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. **Engineer’s Review of Final Application and Recommendation of Payment:** If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. **Notice of Acceptability:** In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. **Completion of Work:** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. **Final Payment Becomes Due:** Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner’s receipt of the final Application for Payment from Engineer.

15.07 **Waiver of Claims**

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.
15.08 **Correction Period**

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor’s failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
   1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
   2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
   3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or
   4. Contractor’s repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days’ written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
   1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
   2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as...
to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate 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 of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):  

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days’ written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this paragraph.
ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures
   A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
      1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
      2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
      2. agree with the other party to submit the dispute to another dispute resolution process; or
      3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice
   A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
      1. in person, by a commercial courier service or otherwise, to the recipient’s place of business;
      2. by registered or certified mail, postage prepaid, to the recipient’s place of business; or
      3. by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

18.02 Computation of Times
   A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies
   A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be
as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

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

Date of Issuance:  March 26, 2019
Owner:  Grand Haven Charter Township   Owner’s Project No.:
Engineer:  Prein&Newhof   Engineer’s Project No.:  2200479
Project:  Pottawattomie Park – 2021 CZM Improvements
Contract Name:  TBD
Bidder’s Address:  4515 134th Avenue, Hamilton, MI 49419

You are notified that Owner has accepted your Bid dated March 21, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

10,600 feet of 8’ wide HMA pathway, 600 feet of 12” to 15” storm sewer, 500 square feet of large block retaining wall, 900 square feet of small block retaining wall, and 240 feet of 10’ wide Boardwalk including all necessary appurtenances and restoration

The Contract Price of the awarded Contract is $ 762,716.50. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

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

2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Supplementary Conditions, Articles 2 and 6, and Insurance Specifications.
3. Other conditions precedent (if any):

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:  Grand Haven Charter Township
By (signature):  
Name (printed):  
Title:  
Copy:  Prein&Newhof
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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

**ADDITIONS, DELETIONS AND CHANGES TO GENERAL CONDITIONS**

**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

**SC-1.01 Defined Terms**

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.22:

22.1 *Falsework*—temporary construction work on which a main work is wholly or partly built and/or supported until the main work is strong enough to support itself.

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.32:

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

**SC-1.02 Terminology**

SC-1.02 Add the following new sentence immediately after the last sentence in Paragraph
1.02.B:

The use of any such term or adjective is not intended to and shall not be effective to relieve the Contractor of responsibility to comply with all Laws and Regulations applicable to the performance of the Work, or to perform the Work in accordance with the provisions of Article 7, or to comply with any other provision of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.03 Before Starting Construction

SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement, Contractor shall submit to Owner and Engineer for timely review:

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

2. A preliminary Schedule of Submittals; and

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

SC-2.05 Acceptance of Schedules

SC-2.05 Delete Paragraph 2.05.A in its entirety and insert the following in its place:

A. Upon Owner’s, Engineer’s or Contractor’s request at least ten days before submission of the first Application for Payment a conference, attended by Contractor, Owner, Engineer and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with paragraph 2.03.A. If a schedule is not acceptable, Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. Upon notice by Owner, no progress
payment shall be made to Contractor until acceptable schedules are submitted and accepted by Owner.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01  Intent

SC-3.01  Add the following new sentence immediately after the last sentence in Paragraph 3.01.B:

Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

SC-3.02  Reference Standards

SC-3.02.A.2  Delete Paragraph 3.02.A.2 in its entirety and insert the following in its place:

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

SC-3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

SC-3.03 Delete Sub-Paragraph 3.03.A.3 in its entirety and insert the following in its place:

3. Contractor shall not be entitled to any increase in the Contract Amount or Contract Time for any conflicts, errors, ambiguities or discrepancies in the Contract Documents that were known, or that should have been known to Contractor, or which could have been discovered by Contractor as part of its review of the bidding requirements and Contract Documents prior to bidding or its review of the Contract Documents prior to undertaking any part of the Work.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed.

SC-4.05 Delays in Contractor’s Progress

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

H. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under Paragraph 4.05 within 30 days of the commencement of the delaying, disrupting, or interfering event.
ARTICLE 5 - SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03.A Delete Paragraph 5.03.A in its entirety and insert the following in its place:

A.  **Reports and Drawings:** The Contract Documents may identify:

1. Those soil borings, plans, drawings, surveys or other reports of explorations of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents;

2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, (Except Underground Facilities) that Engineer has used in preparing the Contract Documents; and

3. Technical Data contained in such **Reports and Drawings.**

The soil borings, plans, drawings, surveys, technical data, and other documents referenced in Paragraphs 5.03.A.1, 2 and 3 are collectively called “Reports and Drawings.”

SC-5.03.C Delete Paragraph 5.03.C in its entirety and insert the following in its place:

C.  **Reliance by Contractor Not Authorized.** Contractor may not rely upon the **Reports and Drawings** referenced in 5.03.A or make any claim against Owner, Engineer, or any of Owner’s or Engineer’s Consultants or Subcontractors related to the **Reports and Drawings.** This limitation includes but is not limited to:

1. The accuracy or 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. The accuracy or completeness of other data, interpretations, opinions, and information contained in, shown on, or indicated in the *Reports and Drawings*; or

3. Any Contractor interpretation of or conclusion drawn from any of the *Reports and Drawings* or any other Technical Data, data, interpretations, opinions or information referenced in the *Reports and Drawings*.

The *Reports and Drawings*, including the information contained therein, are offered to the Contractor only as information relied upon by Engineer in the preparation of the Contract Documents, and the Contractor is solely responsible for confirming actual conditions. Neither the Engineer nor the Owner, nor the Consultants or Subcontractors of either have any responsibility for any conclusion, interpretation or analysis contained therein or made by the Contractor based upon the Contractor’s review of the *Reports and Drawings*.

Neither Owner nor Engineer has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the *Reports and Drawings*.

**SC-5.03.D**

Delete Paragraph 5.03.D in its entirety and insert the following in its place:

D. Contractor warrants that before submitting a bid the Contractor has determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by Contractor in the performance of the Work and that said conditions and factors have been evaluated by Contractor and incorporated into his Contract with Owner. Contractor further warrants that the Contractor is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulations related to the excavation, removal, transportation, placement and relocation of the materials involved in the Work to be performed by the Contractor and that Contractor
will complete the Work under whatever conditions he may encounter or create without extra cost, expense to or claim against the Owner or Engineer, their Consultants or Subcontractors.

Contractor has identified all locations where the Contractor’s operations are near public roadways, the properties of railroads or contiguous physical structures. Work shall not take place until Contractor has made all arrangements necessary to identify the location and/or elevation of the roadways, the properties of railroads or contiguous physical structures and foundation or appurtenances and has taken all necessary steps to protect the roadways, the properties of railroads or contiguous physical structures from damage. Contractor is solely responsible for any and all damage to roadways, the properties of railroads or contiguous physical structures and any personal injury, death or property damage or consequential damages arising from Contractor’s operations.

SC-5.04 Differing Subsurface or Physical Conditions

SC-5.04.A Delete Paragraph 5.04.A in its entirety and insert the following in its place:

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

1. is of such a nature as to require a change in the Contract Documents; or

2. is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 7.15), notify
Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. If notice as provided in the section is not given, no change in Contract Price shall be considered or allowed.

SC-5.04.B Delete Paragraph 5.04.B in its entirety and insert the following in its place:

B. **Engineer’s Review**: After receipt of written notice as required by Paragraph 5.04.A, Engineer will review the information provide by Contractor. If Engineer, in Engineer’s sole discretion, determines that additional explorations and/or tests are needed to evaluate Contractor’s belief that there are differing subsurface or physical conditions, then Contractor, at Contractor’s sole expense, shall promptly undertake those additional explorations and/or tests, and provide the results to Engineer. Engineer will then review the information provided by Contractor along with any other information Engineer believes is pertinent, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings, conclusions and recommendations.

If after receipt of written notice as required by Paragraph 5.04.A, Engineer, in Engineer’s sole discretion, determines that additional explorations and/or tests are not needed to evaluate Contractor’s belief that there are differing subsurface or physical conditions, Engineer will review the information provided by Contractor, along with any other information Engineer believes is pertinent, and advise Owner in writing (with copy to Contractor) of Engineer’s findings, conclusions and recommendations.

Owner reserves the right at its own expense to undertake additional exploration and/or testing. This reservation in no way waives the responsibility of the Contractor to undertake additional explorations and/or tests, if required, as set forth above.

SC-5.05 Underground Facilities

SC-5.05.A Delete Paragraph 5.05.A in its entirety and insert the following in its place:

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

1. The Underground Facilities shown on or indicated in the Contract Documents are located according to the information available to the Engineer at the time of the preparation of the Contract Documents. Neither the Engineer nor the Owner guarantee the accuracy or completeness of any such information or data, including but not limited to information provided by the Owner;

2. The Contractor is solely responsible for identifying the actual location of all Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction;

3. At all locations where the Contractor’s operations are near, will cross or contact Underground Facilities, no part of the Work shall commence until Contractor has made all arrangements necessary to identify the location and/or elevation of the Underground Facility, including contacting MISS DIG, has notified the owner of the Underground Facility, and has taken all necessary steps to protect the Underground Facility from damage.

4. 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 Underground Facilities at the Site;
   b. complying with applicable state and local utility damage prevention Laws and Regulations;
   c. locating all Underground Facilities shown or indicated in the Contract Documents;
   d. verifying the actual location of those Underground
Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

e. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction;

f. the safety and protection of all such Underground Facilities and related above ground structures, including but not limited to shoring, bracing, supporting and maintenance of all Underground Facilities and related above ground structures affected by the Contractor’s operations;

g. repairing any damage to Underground Facilities and related above ground structures resulting from the Work; and

h. any personal injury, death or property damage or consequential damages arising from Contractor’s Work.

5. In the event of the interruption of or damage to an Underground Facility as the result of Contractor’s operations, the Contractor shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to Owner, or claim against Owner, Engineer or their Consultants.

SC-5.05.B Delete Paragraph 5.05.B in its entirety and insert the following in its place:

B. Notice by Contractor: If an Underground Facility is uncovered or revealed at or adjacent to the Site which was not shown or indicated in the Contract Documents, 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 paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

SC-5.05.C Delete Paragraph 5.05.C in its entirety and insert the following in its place:

C. **Engineer’s Review**: Engineer will review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, Engineer shall prepare recommendations to the Owner regarding the Contractor’s resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations. At all times, Contractor shall be solely responsible for the safety and protection of such Underground Facility.

SC-5.05.F. Delete Paragraph 5.05.F.1 in its entirety and insert the following in its place:

F. **Possible Price and Times Adjustment**

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated in the Contract Documents, subject to the following:

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

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
c. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

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

SC-5.06 Hazardous Environmental Conditions at Site

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Reports and Drawings: The Supplementary Conditions identify:

1. The following reports regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:
   
   a. None

2. The following drawings regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:
   
   a. None

3. Technical Data contained in such Reports and Drawings.

SC-5.06.B Delete Paragraph 5.06.B in its entirety and insert the following in its place:

B. Reliance by Contractor Not Authorized: Contractor may not make any Claim against Owner, Engineer or the Consultants of either with respect to:

1. The completeness of such reports, drawings and/or Technical Data, 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, the cost of Work and safety precautions and programs incident thereto; or

2. The accuracy of any Technical Data, or any other data,
interpretations, opinions and information contained in such reports or shown or indicated on such drawings; or

3. Any Contractor interpretation of or conclusion drawn from any such report, drawing or Technical Data.

ARTICLE 6 - BONDS AND INSURANCE

6.02 Insurance—General Provisions

SC-6.02 Delete Paragraph 6.02.A in its entirety and insert the following in its place:

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Insurance Specification.


6.03 Contractor’s Insurance

SC-6.03 Delete Paragraph 6.03.A in its entirety and insert the following in its place:

A. Required Insurance: Contractor shall purchase and maintain Worker’s Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Insurance Specification.

SC-6.03 Delete Paragraphs 6.03.B through 6.03.C in their entirety and replace with Insurance Specification.

6.04 Builder’s Risk and Other Property Insurance

SC-6.04 Delete the last sentence of Paragraph 6.04.A and insert the following in its place:

The specific requirements applicable to the builder’s risk insurance are set forth in the Insurance Specification.

6.05  Property Losses; Subrogation

SC-6.05   Delete Paragraphs 6.05.A through 6.05.D in their entirety and replace with Insurance Specification.

6.06  Receipt and Application of Property Insurance Proceeds

SC-6.06   Delete Paragraphs 6.06.A through 6.06.C in their entirety and replace with Insurance Specification.

ARTICLE 7 - CONTRACTOR’S RESPONSIBILITIES

SC-7.01  Contractor’s Means and Methods of Construction

SC-7.01.A   Add the following new sentence immediately after the last sentence in 7.01.A:

   Nothing in the design, specifications or Contract Documents shall be deemed to constitute a specific means, method, technique, sequence, or procedure of construction. Contractor shall be solely responsible for ensuring that the completed Work conforms accurately to the Contract Documents.

SC-7.05  “Or-Equals”

SC-7.05.A   Add the following sub-paragraph immediately after Paragraph 7.05.A.1.b.2:

   3) the item will be functionally equal to the named item of material or equipment. Contractor warrants and assumes sole responsibility for the adequacy, performance and functioning of the “or-equal” material or equipment.

SC-7.06  Substitutes

SC-7.06.A.3.e   Add the following sub-paragraph immediately following paragraph 7.06.A.3.d:

   e. Contractor warrants that, if approved and incorporated into the Work, the "substitute item" will be functionally
equal to the named item of material or equipment. Contractor assumes sole responsibility for the adequacy, performance and functioning of the “substitute” item of material or equipment.

SC-7.07 Concerning Subcontractors and Suppliers

SC-7.07.D Delete Paragraph 7.07.D in its entirety and replace with the following paragraph:

D. No later than two (2) business days after the bid opening, the Contractor shall submit to the Owner and Engineer for acceptance a list of the names and addresses of the Contractor’s Subcontractors, Suppliers and such other individuals and entities as the Owner requests.

SC-7.07 Add the following sub-paragraphs immediately following paragraph 7.07.M:

N. Contractor shall require all Subcontractors, prior to commencement of any Work by the Subcontractor, to secure and keep in force the insurance coverages set forth in and required by the Insurance Specification.

O. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors and Suppliers, whether initially or as a replacement, performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions.

SC-7.08 Patent Fees and Royalties

SC-7.08.B Delete paragraph 7.08.B in its entirety.

SC-7.11 Laws and Regulations

SC-7.11.D Add the following new paragraph immediately after Paragraph 7.11.C:

D. Contractor shall be solely responsible for compliance with all Federal and State Occupational Safety and Health Act (“OSHA”) requirements related to the Work and the Site, including, if applicable, the requirements of the Michigan Occupational Safety and Health Act (“MIOSHA”). Neither Owner nor Engineer
shall have any responsibility for construction site safety or OSHA or MIOSHA compliance. Contractor will indemnify and hold harmless Owner and Engineer from all claims, costs, fees, fines, penalties and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court, administrative proceeding, and dispute resolution costs) related in any way to claims related to construction site safety, OSHA or MIOSHA violations or charges.

SC-7.13 Safety and Protection

SC-7.13.A Amend the first sentence of Paragraph 7.13.A to read as follows:

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the enforcement of safety precautions and programs of all Subcontractors.

SC-7.13.D Amend Paragraph 7.13.D to read as follows:

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

SC-7.16 Submittals

SC-7.16.B.1 Amend paragraph 7.16.B.1.a to read as follows:

a. Contractor shall submit to Engineer for approval eight (8) copies of all shop drawings.

SC-7.16.B.2 Amend paragraph 7.16.B.2.a to read as follows:

a. Contractor shall submit to Engineer for approval eight (8) duplicates of each Sample.

SC-7.16.E Add the following new paragraph immediately after Paragraph 7.16.E.1.d:

e. Contractor shall submit to Engineer for approval eight (8) duplicates of
each submittal.

SC-7.17  Contractor's General Warranty and Guarantee

SC-7.17.A Delete Paragraph 7.17.A in its entirety and replace with the following paragraph:

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor’s warranty and guarantee. Contractor’s warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective includes but is not limited to all materials and equipment incorporated into the Work. Unless a longer duration is required by the Project Specifications, Contractor’s warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective will extend for at least one year after the date of Substantial Completion.

SC-7.17.D.8 Amend paragraph 7.17.D.8 to read as follows:

8. Any inspection, test, review, or approval by Engineer, the Resident Project Representative (if one is assigned to the Site), or by others;

SC-7.17.D.9 Amend Paragraph 7.17.D.9 to read as follows:

9. Any correction of defective Work by Owner; or

SC-7.17.D.10 Add the following new paragraph immediately after Paragraph 7.17.D.9:

10. Any acceptance by Owner, or any failure to do so.

SC-7.19  Delegation of Professional Design Services

SC-7.19.B Add the following new sentence immediately after the last sentence in 7.19.B:

The design professional must be licensed in the state or states where the Project is located.

SC-7.19.D Delete Paragraph 7.19.D in its entirety and replace with the following paragraph:
Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, drawings, calculations, specifications, Submittals, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

SC-9.06 Insurance

SC-9.06.A Delete Paragraph 9.06.A in its entirety and replace with the following paragraph:

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

ARTICLE 10 - ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.01 Owner’s Representative

SC-10.01.A Delete Paragraph 10.01.A in its entirety and insert the following in its place:

A. Engineer will be Owner’s representative during the construction period. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The authority and responsibilities of the Engineer as set forth in the Contract Documents shall not be restricted, extended or otherwise modified without the written consent of the Engineer and the Owner. Nothing in the Contract Documents shall create for the benefit of the Contractor, any Subcontractor, Supplier or other individual or entity, any contractual relationship between Engineers and any such Contractor, Subcontractor, Supplier or other individual or entity.

SC-10.02 Visits to Site

SC-10.02.A Amend Paragraph 10.02.A by striking the following words from the first sentence:
“at intervals appropriate to the various stages of construction”

SC-10.03  Resident Project Representative

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

C.  If Engineer furnishes a Resident Project Representative (RPR), the RPR will be Engineer’s employee or agent at the Site. The RPR’s authority and responsibility is expressly limited to making observations of the progress that has been made and the quality of the various aspects of Contractor’s executed Work, and reporting same to Engineer. RPR will not be required to make exhaustive or continuous observations or inspections on the Site to check the quality or quantity of the Work. RPR’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. In addition to the limitations set forth in Paragraph 10.07, the RPR does not have the authority or responsibility to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals.

8. Authorize Owner to occupy the Project in whole or in part.

9. Interpret for Contractor or Owner any provision of the Contract Documents.

10. Stop the Work for any reason.

**SC-10.07 Limitations on Engineer’s Authority and Responsibilities.**

**SC-10.07.B** Add the following sentence immediately after the last sentence in Paragraph 10.07.B:

Engineer may not stop the work or interfere with the progress of the Work. No decision made by the Engineer in good faith either to exercise or not exercise any authority or responsibility delegated to Engineer in the Contract Documents or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall be construed as interference with the progress of the Work. Engineer shall have no authority or responsibility to recommend alternate or possible safety activities or changes for the safety of the project, Contractor, Subcontractors, Suppliers, Owner, employees, third persons or their property.

**SC-10.07.F** Add the following new paragraph immediately after Paragraph 10.07.E:

F. Engineer will not be responsible for Contractor’s failure to pay Subcontractors, Suppliers, employees, taxes, fees, permits, patent fees, copyright fees, royalties, licenses or monies due to any individual or entity.

**SC-15.01 Progress Payments**

**SC-15.01.C** Delete Paragraph 15.01.C.3.a and insert the following in its place:

a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or

**SC-15.01.C** Delete the period at the end of the sentence in Paragraph 15.01.C.4.e and
insert the following in its place:

, or

SC-15.01.C Add the following new paragraphs immediately after Paragraph 15.01.C.4.e:

f. for Contractor’s failure to construct the Work or any part of the Work in conformance with the Contract Documents, or

g. for defective Work.

SC-15.04 Partial Use or Occupancy

SC-15.04 Delete Paragraph 15.04.A.4 in its entirety and insert the following in its place:

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of the Insurance Specifications regarding builder’s risk or other property insurance.

SC-15.07 Waiver of Claims

SC-15.07.A Delete Paragraph 15.07.A in its entirety and insert the following in its place:

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising (1) from unsettled Liens, (2) from defective Work, (3) from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, (4) from outstanding Claims by Owner, (5) from Contractor’s continuing obligations under the Contract Documents, and (6) from late completion by Contractor, including without limitation liquidated damages or other damage.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.01 Methods and Procedures

SC-17.01.B Delete Paragraph 17.01.B.1 in its entirety and insert the following in its place:

1. At Owner’s sole option, Owner may demand in writing arbitration of the dispute;
SC-17.01.C  Add the following new paragraph immediately after Paragraph 17.01.B

SC-17.01.C  Arbitration of Claims at Election of Owner

1. If the Owner elects in writing to demand arbitration as set forth in Paragraph 17.01.1, the dispute will be decided by arbitration in accordance with the rules of the American Arbitration Association in effect as of the Effective Date of the Agreement.

2. The demand for arbitration will be filed in writing with the Contractor and with the selected arbitrator, and a copy will be sent to Engineer for information.

3. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

4. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal except as provided by the controlling law governing vacating or modifying an arbitration award.

5. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

SC-18.01 Delete Paragraph 18.01.A.3 in its entirety.
SOIL NOMENCLATURE AND TERMINOLOGY

DRILLING & SAMPLING DESIGNATIONS:

SS : Split Spoon Sample (per ASTM D 1586)  HSA : Hollow Stem Auger
LS : Split Spoon Sample with 3" Liner Insert  SSA : Solid Stem Auger
ST : Shelby Tube Sample - 3" O.D., unless otherwise noted  RB : Rock Bit (NX; BX; AX)
AS : Auger Sample  PP : Pocket Penetrometer Value
BS : Bulk Sample  VS : Vane Shear Value
PM : Pressuremeter test - in situ

STANDARD PENETRATION TEST (ASTM D-1586): A 2-inch OD, 1⅜-inch ID split barrel sampler is driven into undisturbed soil by means of repeating blows from a 140-pound hammer falling 30 inches. The sampler is driven three successive 6-inch increments; the total number of blows required for the final 12 inches of penetration is termed the Standard Penetration Resistance (N).

GRADATION DESCRIPTION & TERMINOLOGY:

Granular Soils (coarse-grained) have more than 50% of their dry weight retained on a #200 sieve; they are described as: Boulders, Cobbles, Gravel or Sand. Fine-Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: Clays or Clayey Silts if they are cohesive, and Silts if they are non-cohesive. In addition to gradation, granular soils are defined based on their in-situ density; fine grained soils are further defined based on their strength or consistency, and on their plasticity.

<table>
<thead>
<tr>
<th>Major Soil Component</th>
<th>Gradation Range</th>
<th>Descriptive Term(s)</th>
<th>Percent of Dry Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boulders</td>
<td>Over 12 inches (305mm)</td>
<td>Trace</td>
<td>1 - 10</td>
</tr>
<tr>
<td>Cobbleles</td>
<td>12 inches to 3 inches (305mm to 76mm)</td>
<td>Little</td>
<td>10 - 20</td>
</tr>
<tr>
<td>Gravel Coarse</td>
<td>3 inches to ¾ inches (76mm to 19mm)</td>
<td>Some</td>
<td>20 - 35</td>
</tr>
<tr>
<td>Gravel Fine</td>
<td>¾ inches to #4 sieve (19mm to 4.75mm)</td>
<td>And</td>
<td>35 - 50</td>
</tr>
<tr>
<td>Sand Coarse</td>
<td>#4 sieve to #10 sieve (4.75mm to 2.00mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand Medium</td>
<td>#10 sieve to #40 sieve (2.00mm to 0.425mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand Fine</td>
<td>#40 sieve to #200 sieve (0.425mm to 0.074mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silt</td>
<td>Passing #200 sieve (0.074mm to 0.005mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clay</td>
<td>Smaller than 0.005mm</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONSISTENCY OF COHESIVE SOILS:

<table>
<thead>
<tr>
<th>Unconfined Comp Strength, Qu (tsf)</th>
<th>Consistency</th>
<th>N - Blows/ft</th>
<th>In-Situ Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;0.25</td>
<td>Very Soft</td>
<td>0 - 4</td>
<td>Very Loose</td>
</tr>
<tr>
<td>0.25 – 0.50</td>
<td>Soft</td>
<td>5 - 10</td>
<td>Loose</td>
</tr>
<tr>
<td>0.50 – 1.00</td>
<td>Medium (firm)</td>
<td>11 - 30</td>
<td>Medium Dense</td>
</tr>
<tr>
<td>1.00 – 2.00</td>
<td>Stiff</td>
<td>31 - 50</td>
<td>Dense</td>
</tr>
<tr>
<td>2.00 – 4.00</td>
<td>Very Stiff</td>
<td>50 +</td>
<td>Very Dense</td>
</tr>
<tr>
<td>4.00 – 8.00</td>
<td>Hard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;8.00</td>
<td>Very Hard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WATER LEVEL MEASUREMENT:

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. It should be noted that groundwater levels observed during drilling in predominantly cohesive soils are not necessarily indicative of the static groundwater level. This is due to the relatively low permeability of clay soils and the tendency of drilling operations to temporarily seal off natural paths of groundwater migration into the borehole. Additionally, fluctuations in groundwater levels should be anticipated with seasonal variations and following periods of heavy or prolonged precipitation.
INSURANCE SPECIFICATIONS

Insurance Required to be Purchased and Maintained by the Contractor

Contractor shall comply with all requirements of this Insurance Specification. Contractor shall purchase and maintain (i.e. keep in force) insurance which conforms to the requirements of this Insurance Specification.

1.1 Insurance—General Provisions

1.1.1 Contractor shall obtain and maintain insurance as required in this Insurance Specification.

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

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

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

1.1.5 If Contractor does not purchase or maintain all of the insurance required of Contractor by the Contract, Contractor shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
1.1.6 If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 16 of the General Conditions of the Contract.

1.1.7 Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, Owner may elect to obtain equivalent insurance to protect Owner’s interests at the expense of the Contractor, and the Contract Price shall be adjusted accordingly.

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

1.1.9 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner and other individuals and entities in the Contract.

1.2 **Contractor’s Insurance - Liability**

1.2.1 **Owner’s & Contractor’s Protective Liability**: Contractor shall purchase and maintain an Owner’s & Contractor’s Protective Liability Policy (“OCP” Policy). The OCP policy shall name the Owner, the Engineer, their consultants, agents, and employees, as the insureds (hereinafter collectively called the “named insureds”). The OCP policy will protect the named insureds for any actual or alleged liability arising out of the work performed by the Contractor, the Subcontractor(s), or Suppliers, on this Project. The OCP policy will provide primary, non-contributing coverage.

1.2.2 **Workers’ Compensation and Employer’s Liability**: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance for:

1.2.2.1 Claims under workers’ compensation, disability benefits, and other similar employee benefit acts.

1.2.2.2 United States Longshoreman and Harbor Workers’ Compensation Act and Jones Act coverage (if applicable).

1.2.2.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees (by stop-gap endorsement in monopolist worker’s compensation states).

1.2.2.4 Foreign voluntary worker compensation (if applicable).

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

1.2.3.1 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees.
1.2.3.2 Claims for damages insured by reasonably available personal injury liability coverage.

1.2.3.3 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

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

1.2.4.1 Products and completed operations coverage: Such insurance shall be maintained for three years after final payment.

1.2.4.2 Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

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

1.2.4.4 Premises/operations liability.

1.2.4.5 Personal and advertising injury.

1.2.4.6 Broad form property damage coverage.

1.2.4.7 Severability of interest (the CGL policy shall apply to each named insured as if that named insured was the only named insured and the policy shall apply separately to each insured against whom claim is made or suit is brought).

1.2.4.8 Underground, explosion, and collapse coverage.

1.2.4.9 Personal injury coverage, including employees (with no exclusions pertaining to employment).

1.2.4.10 Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

1.2.4.11 For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
1.2.5 **Automobile liability**: Contractor shall purchase and maintain comprehensive automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired motor vehicles. In light of standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is recommended that the comprehensive automobile liability insurance policy and the commercial general liability policy be written by the same insurance carrier, though not necessarily in one the policy. The comprehensive automobile liability policy shall be written on an occurrence basis.

1.2.6 **Umbrella or excess liability**: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, aviation liability and automobile liability insurance described in the paragraphs above and in Section 1.2.10 below. The coverage afforded shall be at least as set for in Section 1.5.6. But if no box is checked in Section 1.5.6, then the umbrella/excess liability coverage limits will be $2,000,000 per occurrence and $2,000,000 general aggregate. The umbrella or excess liability insurance policy(ies) shall be an occurrence policy(ies).

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

1.2.8 **Railroad Protective Liability**: Contractor shall purchase and maintain a Railroad Protective Liability policy, where such an exposure exists, to provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract Documents is to be performed. The form of the policy and the limits of liability shall be determined by the railroad company(ies) involved.

1.2.9 **Contractor’s professional liability insurance**: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
1.2.10 **Aviation Liability Insurance**: If required on this project as indicated by a check mark in Section 1.5.10, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Manned or Unmanned Aerial Vehicles, including but not limited to drone(s).

1.2.10.1 **Minimum Scope and Limit of Insurance**: Aviation Liability Insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. This coverage may also be provided by endorsement to the Contractor’s Commercial General Liability policy.

1.3 **The policies of insurance required to be purchased and maintained by the Contractor shall**:

1.3.1 **Additional insureds**: The Contractor’s commercial general liability, automobile liability, umbrella or excess, pollution liability policies and aviation liability insurance, shall include and list as additional insureds the Owner and Engineer, and the following individuals and entities:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Haven Charter Township</td>
<td>13300 168th, Grand Haven, MI  49417</td>
<td>(616) 842-5988</td>
</tr>
<tr>
<td>Prein&amp;Newhof</td>
<td>4910 Stariha Drive, Muskegon, MI  49441</td>
<td>(231) 798-0101</td>
</tr>
</tbody>
</table>

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. Each additional insured endorsement shall state that each additional insured is entitled to the same rights as the named insured in the event of cancellation, including but not limited to prior notice of cancellation.

1.3.2 **Deductible Liability**: Any and all deductibles in the polices described in this Insurance Specification shall be assumed by, for the account of, and be the sole responsibility of Contractor. The amount of any deductible is subject to approval by the Owner.

1.3.3 **Insurance will be primary**: The insurance required to be purchased and maintained by the Contractor under this Insurance Specification shall be primary
(i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the Owner, Engineer, and any other insureds. Any insurance, self-insurance or self-retention maintained by the Owner, Engineer, or any other insureds, shall be in excess of the insurance purchased and maintained by the Contractor under this Insurance Specification, and shall not contribute with it.

1.3.4 **Coverages:** Include at least the specific coverage’s provided in this Insurance Specification.

1.3.5 **Minimum Limits:** Be written for not less than the limits of liability provided in this Insurance Specification and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

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

1.3.7 **Duration:** Remain in effect at least until final payment (and longer if expressly required in this Insurance Specification or the Supplementary Conditions) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

1.3.8 Be appropriate for the Work being performed and provide protection to Contractor, Owner, Engineer, and any other additional insured, from claims that may arise out of or result from Contractor’s, Sub-contractor’s or Supplier’s performance of the Work, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

1.3.9 The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

1.4 **Contractor’s Insurance - Property**

1.4.1 **Builder’s Risk:** If required on this project as indicated by a check mark in Section 1.5.7, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in this Insurance Specification, or the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1.4.1.1 Include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors, of any of them, and any other individuals or entities
required by this Insurance Specification and/or the Supplementary Conditions to be insured under such builder’s risk policy. Each of whom shall be listed as a named insured (the parties required to be insured shall collectively be referred to as “insureds”).

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

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

1.4.1.4 Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

1.4.1.5 Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

1.4.1.6 Extend to cover damage or loss to insured property while in transit.
1.4.1.7 Allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

1.4.1.8 Allow for the waiver of the insurer’s subrogation rights, as set forth below.

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

1.4.1.10 Not include a co-insurance clause.

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

1.4.1.12 Include performance/hot testing and start-up.

1.4.1.13 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer, with 30 days written notice to each other Insured.

1.4.2 Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this section shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

1.4.3 Deductibles: Contractor shall pay for costs not covered because of the application of a policy deductible.

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

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

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

1.4.7 Waiver of Rights: All policies purchased in accordance with this Section 1.4, expressly including the builder’s risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in this Insurance Specification, or the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

1.4.8 Sub-Contractors Waiver of Rights

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

1.4.9 Receipt and Application of Property Insurance Proceeds

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

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

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

1.5 **Minimum limits**

1.5.1 The minimum limits for the insurance required by this Insurance Specification shall provide coverage for not less than the following amounts or greater where required by Laws or Regulations:

1.5.2 **Owner’s & Contractor’s Protective Liability Policy**

1.5.2.1 Each Occurrence $1,000,000
1.5.2.2 General – Aggregate $2,000,000

1.5.3 **Contractor’s Commercial General Liability Policy**

1.5.3.1 General – Aggregate $2,000,000
1.5.3.2 Products – Completed Operations Aggregate $2,000,000
1.5.3.3 Personal and Advertising Injury $1,000,000
1.5.3.4 Each Occurrence $1,000,000
1.5.3.5 Fire damage $50,000
1.5.3.6 Medical Expense $5,000

1.5.4 **Comprehensive Automobile Liability Policy (In accordance with Michigan’s No Fault Statute)**

1.5.4.1 Combined Single Limit of $1,000,000

1.5.5 **Worker’s Compensation and Employer’s Liability Policy**

1.5.5.1 Michigan Statutory Limits
1.5.5.2 Employer’s Liability
1.5.5.2.1 Each accident $ 500,000
1.5.5.2.2 Disease – each employee $ 500,000
1.5.5.2.3 Disease – policy limit $ 500,000

1.5.6 **Excess or Umbrella Liability Policy**

Unless increased limits are required as checked below, the limits shall be:
1.5.6.1 General Aggregate $2,000,000
1.5.6.2 Each Occurrence $2,000,000

Owner may select increased limits for this project as checked below; otherwise, the above limits shall apply if neither below option is checked:

<table>
<thead>
<tr>
<th>Option</th>
<th>Check if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option One</td>
<td></td>
</tr>
<tr>
<td>1.5.6.1</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>1.5.6.2</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Option Two</td>
<td></td>
</tr>
<tr>
<td>1.5.6.1</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>1.5.6.2</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

1.5.7 Builder’s Risk “all risk” policy

- Full Replacement Cost

☐ Check if required

Items to be covered by Builder’s Risk include:

1.5.8 Contractor’s Pollution Liability Policy $1,000,000

☐ Check if required $ 

1.5.9 Railroad Protective Liability $ 

☐ Check if required $

1.5.10 Aviation Liability Insurance

☐ Check if required

| 1.5.10.1      | General – Aggregate | $2,000,000 |
| 1.5.10.2      | Products – Completed Operations Aggregate | $2,000,000 |
| 1.5.10.4      | Each Occurrence     | $1,000,000 |

1.5.11 Other insurance ☐ Check if required (List Type) $

$
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT PRODUCER NAME:

FAX PHONE

(E/A, No): (E/A, No, Ext):

E-MAIL ADDRESS:

PRODUCER CUSTOMER ID #:

INSURED Owner’s Name and Address

- -

- -

INSURER(S) AFFORDING COVERAGE

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<th>INSURER A</th>
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER INSR WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

Contractor’s Name and Address

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

**CONTACT**

**NAME:**

**PHONE:**

**FAX:**

**E-MAIL ADDRESS:**

**ADDRESS:**

**CUSTOMER ID #:**

**INSURED**

**Contractor's Name and Address**

**INSURER(S) AFFORDING COVERAGE**

**INSURER A:**

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**INSURER**

**LIR**

**TYPE OF INSURANCE**

**ADDITIONAL INSURER**

**INSR W/EXP**

**POLICY NUMBER**

**POLICY EFF (MM/DD/YYYY)**

**LIMITS**

**GENERAL LIABILITY**

- X COMMERCIAL GENERAL LIABILITY

  - CLAIMS-MADE
  
  - OCCUR

  **GENL AGGREGATE LIMIT APPLIES PER:**

  - POLICY
  
  - PROJ
  
  - LOC

**AUTOMOBILE LIABILITY**

- X ANY AUTO

- X ALL OWNED AUTOS

- X SCHEDULED AUTOS

- X HIRED AUTOS

- X NON-OWNED AUTOS

- X UMBRELLA LIAB

  - OCCUR CLAIMS-MADE

  - EXCESS LIAB

  - DEDUCTIBLE

  - RETENTION

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**

- X ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

  - Y/N

  - N/A

**Builder’s Risk “ALL RISK” PROPERTY POLLUTION LIABILITY**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**Name of Additional Insured**

**CERTIFICATE HOLDER**

**CANCELLATION**

**Owner’s Name and Address**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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SECTION 2

SPECIFICATIONS FOR
EXCAVATING, TRENCHING, & BACKFILLING FOR UTILITIES

2.01  DESCRIPTION OF WORK

The work shall consist of furnishing all materials, equipment, and labor for excavating, trenching, and backfilling for utilities. The work also shall include the necessary clearing, sheeting and shoring, boring and jacking, dewatering, pipe embedment, and other appurtenant work.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2012 Standard Specifications for Construction and the following specifications.

2.02  CLEARING, BRUSHING & TREE REMOVAL

2.02.01  General

The Contractor shall perform all clearing, brushing, and tree removal required for the proposed construction. Where indicated on the drawings for a specific area, that area shall be completely cleared in accordance with Sections 201 and 202 of the MDOT 2012 Standard Specifications for Construction. The Contractor shall notify the Engineer 48 hours (two working days) prior to commencement of clearing, brushing and tree removal. Clearing and brushing shall be confined to the limits of the right-of-way or easements unless otherwise directed and shall be kept to a practicable minimum.

Trees marked "Remove" on the drawings shall be taken down and removed from the right-of-way in a manner that does not endanger the adjoining property or persons or traffic using the right-of-way. Unless approved otherwise by the Engineer, stumps of trees are to be removed. All stump removal, shall be considered included in the major items of work to the project.

Selective pruning of trees will be permitted to allow operation of the Contractor's equipment. Trees shall be pruned neatly, and the scars from pruning or other damage by the Contractor's equipment shall be covered with a preservative.

2.02.02  Preservation of Trees

Because of the special concern for preservation of trees, all trees six (6) inches in diameter and larger, measured at a point 4 1/2' above the ground line at the base of the tree, which are to be removed have been marked on the drawings. Where there is more than one tree that has grown from a common stump, each tree is measured as a separate tree. All other trees are to be preserved unless written permission for
removal is obtained from the Owner and/or the Engineer. Where tunneling is necessary to preserve a tree, it shall be included in the major items of work. Trees that may have to be tunneled may or may not be specified on the drawings. Where tunneling is necessary, excavation may have to be done by hand to prevent damage to the tree or to its roots. When tunneling or excavating is done close to a tree to be preserved, every effort shall be made to preserve the main roots.

2.02.03 Disposal of Debris

All trees, brush, and stumps from clearing and brushing operations shall be disposed of by the Contractor by hauling from the site, or other suitable means approved by the Engineer. Burning of debris will be allowed if approved by the Engineer and Owner. The Contractor shall obtain the necessary burning permits and shall comply with the safety regulations required.

2.02.04 Measurement & Payment

The cost of all clearing, brushing, tunneling, and protection of trees which are left standing shall be considered included in the major items of work unless specific items have been provided in the Proposal in which case the prices shall be payment in full for performing this work as specified herein. All tree preservation shall be included in the major items of work to the project. Trees will be measured at a point 4-1/2' above the ground line at the base of the tree. Where more than one tree has grown from a common stump, each tree is measured as a separate tree. Trees six (6) inches in diameter and smaller will not be considered pay items.

2.03 REMOVAL OF SURFACE IMPROVEMENTS

Surface improvements such as sidewalks, improved lawns, drives, curb and gutter, and all types of pavement shall be removed just prior to excavating or trenching operations. All improvements shall be cut at the expected trench width prior to excavating using suitable equipment which does not damage the improvement outside of the trench area.

Concrete and bituminous pavement and drives shall be cut with a pavement cutting saw. The depth of the cut shall be the full depth of the pavement. Pavement crushers or breakers of any type are prohibited unless specifically authorized by the Engineer. Pavement which is removed shall not become mixed with backfill material. Power equipment may be used for pavement removal, provided that damage is not caused to improvements which are to remain.

Removal of surface improvements shall be included in the major items of work and no specific payment will be made therefore unless specific Proposal items are provided, in which case the prices bid shall be payment in full for performing this work as specified herein.
2.04 **EXISTING SOIL / SUBSURFACE CONDITIONS**

Where provided, soil borings are shown on the drawings only as information for use by the Engineer in preparing the contract documents. The Contractor is solely responsible for confirming actual soil conditions and depth of the water table.

2.05 **EXISTING UNDERGROUND UTILITIES & STRUCTURES**

2.05.01 **Location**

No less than three (3) working days prior to excavating, the Contractor is to call “MISS DIG” at 1-800-482-7171 or 811. Existing utilities are shown only at their approximate locations. The Contractor shall be responsible for determining their exact elevations and location in the field. The Contractor shall notify the owners of all underground utilities before starting any work. House sewer connections, water and gas services, and other utility lines may not be indicated on the drawings. However, the Contractor shall make every effort to locate all underground utilities from information obtained from the utility owner or by prospecting in advance of trench excavation.

2.05.02 **Replacement**

Certain underground utilities such as sewers may require removal and subsequent replacement in lieu of supporting or bracing during the proposed construction, or the Contractor may elect this option when temporary provisions to maintain essential services have been previously approved by the Engineer.

Unless otherwise specified, any utilities removed during the proposed construction shall be replaced by the Contractor. Materials and installation shall be equal to or better than original construction in every way. Salvaged materials may be reused when they are in good condition, and a satisfactory installation can be accomplished in the judgment of the Engineer.

Replacement of existing utilities shall be considered included in the major items of work unless specific items have been provided in the Proposal, in which case the prices bid shall be payment in full for performing this work as specified herein.

2.05.03 **Relocation**

Should any pipe or other existing utility require raising or lowering or moving to another location because of interference with the pipe or structure being constructed under these specifications, such changes which in the opinion of the Engineer are necessary shall be made by the Contractor unless otherwise specified. Relocation of existing utilities shall be included in the major items of work unless specific items are provided in the Proposal.
2.05.04 **Reconnection**

Where lateral services, house connections, or other pipe lines require reconnection to the proposed utility, as is the case when an existing utility is being reconstructed, the Contractor shall make these connections as specified or as shown on the drawings. All costs for making these connections, including provisions for maintaining flows and providing temporary service during the proposed construction, shall be included in the major items of work unless specific items are provided in the Proposal.

2.05.05 **Utilities to be Abandoned**

When pipes, conduits, sewers, or other structures are removed from the trench leaving dead ends in the ground, such ends shall be fully plugged or sealed with brick and mortar by the Contractor. Abandoned structures such as manholes or chambers shall be entirely removed unless otherwise specified or shown on the drawings.

All materials from abandoned utilities which can be readily salvaged shall be removed from the excavation by the Contractor and stored on the site or loaded on the Owner's truck as directed by the Engineer. Owner shall have first claim to salvageable materials. The Contractor is responsible to dispose of salvageable materials not desired to be kept by the Owner.

All costs for abandoning utilities and for removing and salvaging materials, when required, shall be considered included in the major items of work unless specific items have been provided in the Proposal, in which case the prices bid shall be payment in full for performing this work as specified herein.

2.06 **EXCAVATING & TRENCHING**

2.06.01 **General**

Excavating and trenching operations shall at all times be conducted in a safe, orderly manner using methods and equipment designed and suited to the intended use by personnel experienced in the work being performed.

None of the requirements or provisions specified herein or shown on the drawings shall nullify or restrict any safety provisions required by any regulation or law governing the protection and/or safety of persons or property.

2.06.02 **Width of Trench**

The width of the trench shall be ample to permit the pipe to be laid and joined properly and the pipe embedment material and backfill to be placed and compacted as specified. Trenches shall be of sufficient extra width when required as will permit the convenient placing of trench supports, sheeting, and bracing.
2.06.02.01 **Width of Trench for Rigid Pipe**

In order to limit excessive loads on rigid pipe, the maximum width of trench for pipe 36 inches and larger in diameter shall not be more than twice the nominal diameter. For smaller sizes of pipe, the maximum width of trench shall be not more than 3 feet greater than the nominal diameter of the pipe except as otherwise specified or directed. The above limiting restrictions on trench width apply from outside bottom of pipe to outside top of pipe.

Where the width of trench within these limits exceeds the maximum limit specified, the Contractor shall install a heavier class of pipe or use other means to provide additional load-carrying capacity at no additional cost to the Owner. Any changes in class of pipe or other variation shall be approved in writing by the Engineer before the work progresses.

When the trench width above the top of the pipe is appreciably greater than that which is reasonably required by project conditions in the judgment of the Engineer, any additional cost for backfill material, surface restoration, or other items that are the result of such excess width shall be borne by the Contractor.

2.06.02.02 **Width of Trench for Flexible Pipe**

Unless otherwise specified or approved by the Engineer, a minimum trench width of at least two (2) feet on each side of the pipe for placement of select embedment material will be required.

2.06.03 **Excavating to Grade**

The trench shall be excavated to a depth required for the proper installation of the pipe and placing of the pipe embedment material as specified.

Any part of the bottom of the trench excavated below the specified subgrade shall be refilled with approved materials compacted to 95% of maximum unit weight in accordance with MDOT procedures at no additional cost to the Owner. If additional excavation is required to correct unstable foundation conditions, payment will be made as specified in Section 2.08.

2.06.04 **Sheeting, Shoring, Bracing, & Shelving**

2.06.04.01 **General**

The Contractor shall brace or slope back the sides of all excavations in accordance with current MIOSHA regulations. The Contractor shall be responsible for compliance to such regulations and for the design, installation, and maintenance of all excavation safety measures.
2.06.04.02 Measurement & Payment

Unless otherwise specified in the Proposal, the costs incurred in the installation of bracing, sheeting, shoring, and shelving shall be included in the unit price bid for the work being performed.

Payment for sheeting left in place where directed by the Engineer shall be negotiated with the Contractor in accordance with the contract provisions for extra work unless specific items have been provided in the Proposal.

2.06.05 Rock Excavation

2.06.05.01 General

Wherever the word rock is used in these specifications, it shall mean boulders, solid ledge rock, and other minerals geologically placed and of a hardness when first exposed of 3 or greater in scales of mineral hardness, which in the opinion of the Engineer requires continuous use of drilling and blasting or special power equipment for its removal.

Soft disintegrated rock which can be removed with a power-operated excavator or with hand tools and loose, shaken, or previously blasted rock and broken stone in rock fillings shall not be classified as rock, nor will it be included in measurements for payment.

2.06.05.02 Hardness

The Engineer will determine the hardness of the material or minerals in question. The following accepted hardness will be used as a guide in the field for specific situations:

- Gypsum - hardness of 2
- Fingernail - hardness of approximately 2-1/2
- Calcite - hardness of 3
- Copper Coin - hardness of approximately 3
- Brass Pin - hardness of approximately 3

A mineral with a hardness of 3 will scratch a copper coin and can be scratched with a brass pin. Determinations of hardness which cannot readily be determined in the field shall be resolved by laboratory analysis of the material in question.

2.06.05.03 Blasting

Where blasting is necessary, the Contractor shall obtain the required permits and licenses at his own expense. This work shall be done with due regard to the safety of workmen, other people, and public and private property. The method of covering blasts, amounts of charges used, and the general procedure for doing this work shall
conform to the standard practice and shall meet all requirements of local ordinances and other regulations and shall be subject to the approval of the Engineer.

2.06.05.04 Clearance

Rock shall be removed to provide a clearance for all pipes, appurtenances, or structures of at least eight (8) inches below, and a minimum of eight (8) inches on each side of the pipe, appurtenance, or structure.

The specified minimum clearances are the minimum clear distance which will be permitted between any part of the pipe or appurtenances being laid and any part, point, or projection of the rock.

2.06.05.05 Measurement

Only boulders of 1 cubic yard or greater in volume that cannot be removed with power excavating equipment or rock as defined herein will be measured for payment. Measurements of rock will be made by the Engineer after rock is removed from the excavation by measuring the trench before the pipe is installed.

The cross sectional area will be measured at 25 foot intervals or closer if required to accurately measure the trench. The maximum depth which will be measured for payment shall be from the top of the rock formation to the specified subgrade for the pipe embedment material. The maximum width of trench to be considered for payment shall be as follows:

1. Below outside top of pipe, maximum width shall be the outside diameter of the pipe bell plus 12 inches but not less than 30 inches.

2. From outside top of pipe to top of rock formation, maximum width shall be computed based on a 5 on 1 slope vertically for the sides of the trench.

The volume will be computed by the Engineer using the method of average end areas based on measurements of rock actually removed subject to the maximum limits specified.

2.06.05.06 Basis of Payment

Rock excavation shall be paid for at the contract price per cubic yard, which price shall be payment in full for completing all work as specified herein including removal and disposal of the rock.

If a unit price has not been established in the Proposal, payment to the Contractor will be based on the contract provisions for extra work.
2.06.06 **Dewatering**

The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water including water or sewage from exposed sewers or water mains, from all excavations and trenches, or other parts of the work. Each excavation shall be kept dry during the preparation of the subgrade and continually thereafter until the structure to be built or the installation of the pipe line is completed to such extent that no damage from hydrostatic pressure, flotation, or other cause will result.

Where work is in soil containing an excessive amount of water, the Contractor shall provide, install, and maintain suitable well points or wells connected to manifolds or reliable pumping equipment, or other suitable dewatering methods, and shall so operate the dewatering system to insure proper construction of the work. If the Contractor elects to use a trench underdrain or similar dewatering system, he shall receive prior approval of the Engineer as to location and installation methods for this type of system. The Contractor shall make every effort to prevent sand, sediment, or debris from entering any existing pipe line or conduit which he may use for drainage purposes. The repair or cleaning of drainage structures made necessary by the Contractor's operations shall be performed by and at the expense of the Contractor. Arrangements for discharge of ground water into any public sewer shall be previously approved by the Engineer and Owner of the receiving sewer.

Dewatering including the use of stone or gravel for dewatering purposes when required will not be paid for separately but shall be included in the contract price for the major items of work.

The Contractor shall limit his dewatering operation to the minimum time and depth required for construction. The Contractor will be required to furnish temporary water service and/or provide potable water at the direction of the Engineer to property owners whose wells are affected by the dewatering operations.

2.07 **BORING & JACKING**

2.07.01 **General**

Where so specified on the drawings, railroad tracks, streets, or other obstructions to be crossed by utilities shall be bored and/or jacked as hereinafter specified. These specifications describe the general method of conducting the boring and jacking operations and set forth minimum conditions. The location and details of the proposed installation will be shown on the Drawings.

Unless otherwise specified, the Contractor shall be responsible for obtaining any permits required for the work under the right-of-way, or other facility to be crossed, and shall carry out the details of his work in a manner that will fully meet the requirements of the authority having jurisdiction over the facility affected. No interruption of traffic will be permitted, and the Contractor shall take all precautions to that effect.
2.07.02  Casing Method

When the casing method is specified, a casing pipe shall be jacked into place and a carrier pipe shall then be installed in the casing pipe. The casing pipe shall be jacked into place by approved methods that will provide accurate alignment and grade and that will allow the carrier pipe to be installed within the casing at the specified alignment and grade.

The carrier pipe shall be joined together to form a continuous run through the casing. It shall be supported on wooden shoes or blocks which shall be securely fastened to each end of each piece of pipe or as recommended by the pipe manufacturer. The carrier pipe shall then be drawn or shoved through the casing. Junction with pipes of other materials at each end shall be made as shown on the Drawings. After the pipe has been inspected and accepted, the annular space between the pipe and the casing shall be filled with materials approved by the Owner, such as, peastone or flowable fill. After the casing has been filled, the ends of the casing shall be sealed as shown on the Drawings or in the Specifications.

2.07.03  Jacking Pipe Method

When specified or indicated on the Drawings, the pipe to be jacked shall also be utilized as the carrier pipe. The pipe shall be jacked into place by approved methods that will provide accurate alignment and grade. Excavation shall be performed ahead of the pipe by working inside the pipe or shall be performed by boring with approved equipment suitable for the intended use.

2.07.04  Measurement & Payment

The length of pipe to be measured for payment shall be the actual length of casing or jacking pipe actually jacked or pushed into place. When additional casing is specified or authorized, but is not actually jacked in place, the cost for furnishing and placing such additional casing will be paid for separately. If a unit price has not been established in the Proposal, payment will be based on the contract provisions for extra work. No additional payment will be made where the Contractor jacks or installs additional casing not shown on the Drawings or authorized by the Engineer.

The contract price per lineal foot for furnishing and jacking the pipe, or casing, where the casing method is used shall be payment in full for completing the work as specified herein including the necessary jacking pits and connections to pipes of other materials.

The carrier pipe shall be paid at the contract price for watermain, storm sewer, sanitary sewer, or force main per unit prices shown on the proposal and shall be payment in full for furnishing and installing the carrier pipe inside the casing.
2.08 SUBGRADE

The subgrade for pipe and/or structures shall be firm, dense, and thoroughly compacted and consolidated, free from mud and muck, and sufficiently stable to remain firm and intact under the feet of the workmen.

2.08.01 Unstable Foundation

When the soil beneath the normal pipe embedment area is soft or unstable, even with adequate dewatering, or in the opinion of the Engineer cannot support the pipe or utility, further depth shall be excavated and refilled to the proposed grade with MDOT Class II granular material (for plastic pipe the material must comply with ASTM D2321) compacted in twelve (12) inch layers as specified in Section 2.09.05, or other approved means shall be employed to assure a firm foundation for the utility. The volume of unstable foundation removed and replaced with approved materials for which payment will be allowed shall be determined in cubic yards unless otherwise specified on the Drawing or in the proposal. Said volume to be computed by assuming that the cross section area of the unstable foundation takes the form of a trapezoid as shown on the Standard Detail for Unstable Soil Removal for Utility.

Payment for removal and replacement of unstable foundation will be paid under the contract provisions for extra work, unless specific Proposal items have been provided, in which case, the unit price bid shall be payment in full for performing the work as specified. If the soil in the bottom of trench is soft due to excessive amounts of ground water, and/or the Contractor's method of operation, stabilization of the trench bottom shall be at the Contractor's expense.

2.08.02 Special Foundations

Where the subgrade at the bottom of the excavation consists of soil which is unstable or yielding to such a degree that, in the opinion of the Engineer, it cannot properly support the pipe or structure, the Contractor shall construct such additional foundation or reinforcement of the subgrade as may be specified, such as timber piling, geotextiles, or other means as approved by the Engineer to provide a proper foundation.

The construction of special foundations will be paid for separately based on the contract provisions for extra work, unless specific Proposal items have been provided, in which case the unit price bid shall be payment in full for performing the work as specified.

2.09 PIPE EMBEDMENT

2.09.01 General

Pipe embedment shall include the furnishing and placing of approved materials as specified or as directed from 4 inches under the outside bottom of the pipe to 12
inches over the outside top of the pipe. Various classes of pipe embedment may be specified or shown on the Drawings or Standard details in which case the limits of the various types will also be specified.

2.09.02 Flexible Pipe Embedment

Flexible pipe is any pipe having a pipe stiffness of less than 60 psi, as defined under the requirements of ASTM Designation D2412 (this includes all plastic pipe except Composite (Truss) pipe, and may include corrugated metal pipe, ductile iron pipe, and steel pipe, depending on pipe diameter and wall thickness).

Pipe embedment for flexible pipe shall be Class B as shown in the attached standard details. For pipes less than fifteen (15) inches in diameter, bedding material meeting the requirements of Section 902.07 of the MDOT 2012 Standard Specifications for Construction for granular materials Class II, modified to 100% passing a 1” sieve shall be used. If stone is used for bedding, it shall meet the requirements of ASTM D2321 (Table 1 – Embedment Classes for Plastic Pipe) for Class 1A crushed stone. An Engineer approved geotextile filter fabric shall be placed around all areas where Class 1A crushed stone pipe embedment is used as shown on the standard details. Transition zones between crushed stone and sand embedment shall be separated by a geotextile fabric. For pipes fifteen (15) inches in diameter and larger, bedding material meeting the requirements of Section 902.07 of the MDOT 2012 Standard Specifications for Construction for granular materials Class II, modified to 100% passing a 1 sieve shall be used.

2.09.03 Class B Pipe Embedment

Unless otherwise specified or shown on the Drawings, all pipe embedment shall be Class B pipe embedment as shown on the Standard details. When the soil in the bottom of the trench at pipe subgrade meets all the requirements for Granular Material Class II as specified in the MDOT 2012 Standard Specifications for Construction, Section 902.07 and in the opinion of the Engineer will provide suitable bedding for the pipe, such soil may be utilized as bedding material and prepared to receive the pipe as specified without undercutting and subsequent replacement.

Plastic pipe embedment shall comply with ASTM D2321.

2.09.04 Special Pipe Embedment

Various types of special pipe embedment may be specified or shown on the Drawings in locations where special conditions require their use. The Contractor shall perform all the work of constructing special pipe embedment where specified.

2.09.05 Placing Pipe Embedment Material

Pipe embedment material shall be placed in the bottom of the trench and shaped by hand to provide a firm and uniform bearing for the barrel of the pipe with additional shaping to accommodate the bells on bell and spigot pipe. After each pipe has been
graded, aligned, and placed in final position on the bedding material and jointing is complete, additional embedment material shall be carefully placed and compacted under and around each side of the pipe and over the pipe until it is completely covered by 12 inches of embedment material. Said material shall be distributed along both sides of the pipe uniformly and simultaneously to prevent lateral displacement of the pipe. All granular embedment material shall be compacted to 95% of maximum unit weight in accordance with MDOT procedures.

All the work of placing pipe embedment shall be considered an integral part of installing the pipe and shall be completed immediately after the pipe is laid to the correct alignment and grade.

2.09.06 **Basis of Payment**

All the work of furnishing and/or placing pipe embedment material as specified shall be included in the contract items for the proposed work as follows:

2.09.06.01 **Class B Pipe Embedment**

When a contract item has been provided in the proposal for special backfill, payment will be made under this item as specified in Paragraph 2.10 for approved granular material obtained off the site. When no specific item for special backfill has been provided, this work shall be included in the major work items.

2.09.06.02 **Special Pipe Embedment**

When one or more contract items have been provided in the Proposal for special pipe embedment, payment to the Contractor will be based on the prices bid for the respective items. When no specific items have been provided in the Proposal, the cost for completing this work as specified shall be included in the major work items except for authorized extra work in which case the contract provisions for extra work shall apply.

2.10 **BACKFILLING ABOVE PIPE EMBEDMENT**

2.10.01 **General**

All backfill material shall be free from cinders, ashes, refuse, sod, organic material, boulders, or rocks larger than 3 inches in diameter, frozen material or other material which in the opinion of the Engineer is unsuitable. The soil excavated from the trenches shall be used for backfilling when it is classified as suitable by the Engineer. If all or a portion of the excavated material is classified as unsuitable for backfilling, the Contractor shall remove and dispose of the unsuitable material and shall furnish and place granular material meeting the requirements of Section 902.07 of the MDOT 2012 Standard Specifications for Construction for Granular Material Class II.
All backfilling and compaction shall be performed by the Contractor using methods and equipment approved by the Engineer.

2.10.02 Trenches Requiring Compacted Granular Backfill

Trenches and excavations in the following locations shall be backfilled with approved granular material meeting the requirements of Section 902.07 of the MDOT 2012 Standard Specifications for Construction for Granular Material Class II:

a. Improved areas, including drives, sidewalks, parking areas, around structures, etc.

b. Within the limits of the roadway (within a 1 on 1 slope beginning two (2) feet from the edge of pavement or back of curb towards the right-of-way line).

c. Within the limits of future improvements (shown on Drawings).

d. Within limits specified on Drawings.

e. All sanitary sewer lateral trenches within the limits of the right-of-way.

All backfill within these areas shall be placed in layers not exceeding twelve (12) inches thick, and shall be compacted to 95% of maximum unit weight in accordance with MDOT procedures. Tests for compaction will be made by the Engineer or other representative designated by the Engineer at no cost to the Contractor. When tests indicate a density which is less than that required, the methods or equipment being used shall be modified to obtain the density specified, and the section in question shall be recompacted until the required density is obtained. The cost of retesting shall be borne by the Contractor.

2.10.03 Trenches Not Requiring Compacted Granular Backfill

Where not otherwise specified or directed, backfilling above the pipe embedment shall be made with material which is originally excavated, which is suitable. Backfill materials shall be consolidated by mechanical equipment working longitudinally in the trench, or by other approved methods, so as to be free of large voids with any excess material mounded over the trench or removed as directed by the Engineer. The trench shall be graded to a reasonable uniformity and left in a neat condition.

2.10.04 Basis of Payment

Payment for backfilling including compaction shall be made as follows:

a. When a contract item has been provided in the Proposal for special backfill, payment will be made under this item as specified in Paragraph 2.11 for approved granular material obtained off the site.
b. When no specific item for special backfill has been provided in the Proposal, this work shall be included in the major items of work.

2.11 SPECIAL BACKFILL - MEASUREMENT AND PAYMENT

2.11.01 Measurement

When an item has been provided in the Proposal for special backfill, approved granular material obtained off the site which is required by these specifications or authorized by the Engineer shall be included in this item. Special backfill shall be measured compacted in place. The Contractor shall furnish a delivery ticket for each truck load at the time the material is delivered to the project. The delivery ticket shall be prepared at least in duplicate, one copy of which shall be furnished to the Engineer or his representative, the other copy to be retained in the Contractor's file. No payment shall be made for special backfill unless the individual truck delivery tickets are furnished in this manner. The Engineer will use the delivery tickets when calculating the compacted in place quantity.

2.11.02 Payment

The Proposal unit price per cubic yard for special backfill shall be payment in full for furnishing, placing, and compacting the special backfill and for disposing of the material excavated from the trench as directed and in accordance with the Drawings and Specifications.

Stone used specifically for dewatering procedures shall not be classified as special backfill and no specific payment will be made therefor.

2.12 DISPOSAL OF EXCESS EXCAVATION

All excavated material in excess of that needed for backfill or that material classified as unsuitable by the Engineer shall be disposed of by the Contractor. However, the Engineer reserves the right to direct the Contractor to haul all or a portion of the material not required for backfilling to an area designated by the Engineer which is not more than 1,000 feet outside the project and which is reasonably accessible. This work, when directed, shall be performed at no additional cost to the Owner.

2.13 LIMITATIONS ON OPERATIONS

The Contractor shall at all times conduct his work so that there is a minimum of inconvenience to the residents and businesses in the vicinity of this project. To this end, he shall complete his backfill and remove all debris and unsuitable backfill to a point as close to the actual pipe installation as is practical and keep the area where the pipe construction and backfill has been completed in a neat condition. Open excavations shall be protected by signs, lights, barricades, and/or fence at all times when work is not actually taking place at that excavation. The placement of excavated earth along the line of the trench shall be controlled by the public’s use of the street or right-of-way and shall always be confined to approved limits.
Not more than 300 consecutive feet of street shall be closed at one time, and vehicular traffic through any street shall not be stopped for a period longer than two weeks without the written permission of the Engineer. Not more than one cross street shall be closed to vehicular traffic at the same time except by permission of the Engineer. Contractor shall maintain access for emergency vehicles at all times.

2.14 SOIL EROSION AND SEDIMENTATION CONTROL

The Contractor shall conduct his operations in such a manner that all soil is confined within the project limits and prevented from entering storm sewers, water courses, rivers, lakes, reservoirs, or wetlands.

The Contractor shall place a filter or barrier composed of straw, stone or other approved material around all catch basins or other inlets to the storm sewer or drainage courses to prevent sedimentation in these structures. After the construction operations are completed, the Contractor shall remove these filters and clean all the sediment and debris from the catch basins, ditches or other storm sewer structures.

Soil erosion and sedimentation control measures if indicated on the Drawings are considered as minimum requirements and are not to be considered as complete and all-inclusive. Additional control measures as may be required due to circumstances or conditions at the time of construction or as directed by the Engineer, or the designated Soil Erosion Control agency, shall be placed as required to insure conformance with the Part 91 of PA 451 of 1994. Deviations from or additions to the erosion control measures shown on the Drawings shall be subject to the approval of the Engineer or enforcing agency.

The Contractor is responsible to have a certified storm water operator and complete all such reports as required by regulatory agencies as it relates to storm water and soil erosion and sedimentation control.

The cost of this work and other control measures which may be required or directed by the Engineer shall be included in the major work items to the cost of the project unless specific items have been provided in the proposal.

2.15 STREAM CROSSING

The rules and regulations of Act 451, shall govern all streams, wetland and river crossings.
EXCAVATION FOR BELLS

CLASS B PIPE EMBEDMENT

NOTES

1. ALL BACKFILL INDICATED SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH M.D.O.T. PROCEDURES.

2. METHOD I SHALL BE USED IN AREAS OF UNCONSOLIDATED SOILS. (e.g. SAND, GRAVEL)

3. METHOD II SHALL BE USED IN AREAS OF CONSOLIDATED SOILS (e.g. CLAY, HARDPAN, ROCK)
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SECTION 3

SPECIFICATIONS FOR SURFACE RESTORATION

3.01 DESCRIPTION OF WORK

All areas disturbed by construction operations shall be restored to the original condition thereof as determined by the Engineer using information from drawings, surveys, and photographs or video tapes when available.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2012 Standard Specifications for Construction and the following specifications.

3.02 GRADING

All streets, walks, and other improved surfaces disturbed by construction operations shall be replaced to uniform lines and grades established by the Engineer. The finish grade line will be established within three (3) inches of the existing ground profile shown on the drawings unless a proposed grade is shown which indicates otherwise.

The Contractor shall perform all grading, compacting, shaping, and related work required to prepare the subgrade to the satisfaction of the Engineer. The cost for preparing the subgrade as specified herein shall be incidental to the cost of the project, and no specific payment will be made therefor.

3.03 REPLACEMENT OF AGGREGATE STREETS AND DRIVEWAYS

Aggregate streets shall be constructed in accordance with the typical section shown on the drawings and shall consist of a minimum of six (6) inches of aggregate surface course as specified below.

3.03.01 Materials

Aggregate surface course shall meet the requirements specified in Section 306 of the MDOT 2012 Standard Specifications for Construction. All material shall be taken from stockpiles that have recently been tested by the county road commission, MDOT, or an independent laboratory.

Aggregate material that is removed from roadways and driveways shall not be reused but shall be replaced with an equivalent depth of newly compacted aggregate conforming to MDOT 22A.
3.03.02 Construction Methods

Placement of aggregate surface course shall be in accordance with the applicable portions of Section 306 of the MDOT 2012 Standard Specifications for Construction.

3.03.03 Aggregate Driveways and Field Drives

Aggregate driveways and field drives shall be replaced with a minimum of six (6) inches of MDOT 22A aggregate compacted in place.

3.03.04 Culverts

Culverts that are removed may be reused, if they are in sound condition. If damaged, the culverts shall be replaced with ASTM C76 Class III concrete pipe or equivalent pipe. The cost of removing and replacing the culverts shall be considered part of the major items of work found in the Proposal unless otherwise specified.

3.03.05 Measurement & Payment

Except as specified in Section 3.04, all replacement of aggregate streets and driveways shall be measured in lineal feet along the centerline of the main line utility being constructed and shall include all final grading and shaping required. The width of gravel replacement will not be considered for payment unless specific items to that end have been provided in the Proposal.

3.04 REPLACEMENT OF SURFACE AGGREGATE IN SPECIFIED AREAS

The Contractor shall furnish and place additional aggregate conforming to MDOT Specifications in locations determined by the Engineer for the replacement of aggregate shoulders, drives, and streets where linear measurement (as specified in Section 3.03.05) is impractical, where only part of an existing aggregate surface requires replacement, or where field conditions require replacement of the aggregate to a greater or lesser thickness than six (6) inches as determined by the Engineer.

Aggregate shoulders disturbed by the Contractor's operations shall be restored or replaced to their original width and thickness with aggregate conforming to the requirements of Section 902 of the MDOT 2012 Standard Specifications for Construction for 22A or 23A aggregate as specified.

3.04.01 Measurement & Payment

Surface aggregate shall be measured in tons or cubic yards or as specified in the Proposal. The Contractor shall furnish a truck delivery ticket for each load when it is delivered to the project which clearly states the quantity in tons or cubic yards, date of delivery, and the specific location used on the project. The price per ton or
cubic yard as bid in the Proposal shall be payment in full for furnishing, placing, compacting, and grading the surface aggregate as directed by the Engineer.

Measurement of shoulder restoration shall be in lineal feet along the centerline of the main line utility being constructed directly below the shoulder or in square yards according to the Proposal Item. If there is no Proposal Item for shoulder restoration, it shall be considered incidental to the project, and no separate payment shall be made therefor.

3.05 REPLACEMENT OF HOT MIX ASPHALT (HMA) STREETS

Hot Mix Asphalt (HMA) streets shall be constructed in accordance with the typical section shown on the drawings and, unless otherwise specified, shall meet the requirements of 13A in Section 501 of the MDOT 2012 Standard Specifications for Construction placed at 330 lbs./sq.yd. minimum (165 lbs./sq. yd. leveling, 165 lbs./sq. yd. surface) over six (6) inches of compacted 22A aggregate.

3.05.01 Materials

Aggregate base for HMA streets shall meet the requirements of 22A in Section 902 of the MDOT 2012 Standard Specifications for Construction. HMA for base, leveling, and surface courses shall be as specified, and shall conform to the requirements of Section 501 of the MDOT 2012 Standard Specifications for Construction. Materials for bond coat shall be as specified in Section 501 of the MDOT 2012 Standard Specifications for Construction.

3.05.02 Construction Methods

Aggregate base for HMA streets shall be placed in accordance with Section 302 of the MDOT 2012 Standard Specifications for Construction.

HMA mixtures shall be placed in accordance with the applicable portions of Section 501 of the MDOT 2012 Standard Specifications for Construction. For replacement of valley gutters, pavers shall be equipped with an extension to the vibrating screed adjustable to fit the typical section shown on the drawings.

The Contractor shall not place the aggregate base course until the subgrade has been approved by the Engineer. The Contractor shall not place the first HMA course and each successive HMA course until the underlying aggregate or HMA course has been approved by the Engineer.

3.05.03 Saw Cutting

HMA street, driveway and spillway replacement shall include saw cutting the asphalt pavement at the edge of the trench for the full depth of the pavement. Payment for saw cutting shall be included in the pay items for street replacement and driveway replacement unless otherwise specified.
Section 3 Surface Restoration

3.05.04 Measurement & Payment

HMA street replacement shall be measured in lineal feet along the centerline of the main line utility being constructed. The width of the street replaced will not be considered for payment, and payment will not be made for any length of street replaced beyond that which is directly above the pipe installed. HMA street replacement may also be measured in square yards or tons as specified in the Proposal.

Aggregate base for HMA shall be considered part of the HMA items, and no separate payment will be made therefor unless a specific Pay Item for aggregate base is listed in the Proposal.

The cost of HMA bond coat shall be considered part of the bituminous paving.

3.06 REPLACEMENT OF AGGREGATE SURFACE OR HOT MIX ASPHALT (HMA) PAVED AREAS (PATCHING)

When the drawings and specifications do not require that the Contractor replace an entire street, the surface that is disturbed shall be replaced as specified herein.

3.06.01 Materials

Surfacing aggregate and aggregate base for HMA pavement shall conform to the requirements for 22A aggregate in Section 902 of the MDOT 2012 Standard Specifications for Construction.

Unless otherwise specified on the drawings or in the specifications, HMA 13A, conforming to the requirements in Section 501 of the MDOT 2012 Standard Specifications for Construction, shall be used for HMA patches. When existing seal coat pavement is disturbed, a HMA patch shall be placed.

3.06.02 Construction Methods

When an aggregate surface is disturbed by the Contractor's operations, the edges of the existing aggregate surface shall be trimmed and shall be free of all foreign material before the new aggregate is placed. The subgrade shall be graded and compacted to the proper lines and grades to match the adjacent surface. The aggregate shall be placed in layers not to exceed six (6) inches and shall be compacted to 98% of its maximum unit weight in accordance with MDOT procedures.

When a HMA surface is disturbed by the Contractor's operations, that surface shall be replaced at a thickness equal to the thickness of the existing pavement adjacent to the trench but not less than one and one-half (1-1/2) inches thick. If existing pavement is greater than two (2) inches in thickness, the replacement pavement shall be placed in two or more layers. Aggregate base shall be replaced at a thickness equal to the adjacent aggregate base (minimum six inches) as specified.
for aggregate patches above. After placement of the aggregate base but prior to its final shaping and compaction, the edges of the existing pavement shall be trimmed to straight lines a minimum of one (1) foot from the edge of the trench to permit a straight and uniform surface between the existing and new aggregate base. Trimming of the existing pavement shall be by sawcutting or other suitable means approved by the Engineer.

All bituminous valley gutter located in disturbed HMA surface areas shall be replaced by the Contractor. Replacement of valley gutter in disturbed HMA areas shall be considered part of the HMA replacement.

3.06.03 Measurement & Payment

Replacement of aggregate surface shall be measured in lineal feet along the centerline of the main utility line being constructed. HMA paved areas (patching) shall be measured in square feet or square yards of actual aggregate surface and HMA patching replaced. Payment shall be made according to the Proposal Item for the type of surface to be replaced and shall include all trimming, removal, shaping, compacting, aggregate base, and HMA or aggregate surface.

3.07 REPLACEMENT OF CONCRETE IMPROVEMENTS

The Contractor shall replace all concrete sidewalk, drives, curb and gutter, and pavement removed during the installation of the utility or broken by the Contractor.

3.07.01 Materials

Concrete shall meet the requirements for Grade S2 Concrete as specified in Section 701 of the MDOT 2012 Standard Specifications for Construction. Other materials shall meet the requirements of the applicable portions of the MDOT 2012 Standard Specifications for Construction.

3.07.02 Construction Methods

The thickness of the concrete shall be the same as the concrete adjacent to the trench but shall not be less than four (4) inches. The alignment and grade and the contour and finish of the surface shall be the same as the concrete adjacent to the trench unless otherwise directed by the Engineer.

Pavements, walks, and drives shall be sawcut at the edges of the trench or removed to existing joints. The depth of the saw cut shall not be less than the full depth of the concrete.

The forms and joints and the methods of placing, curing, and protection shall be consistent with standard practice and shall meet all the requirements of the MDOT 2012 Standard Specifications for Construction for the various items.
3.07.03 Concrete Curb & Gutter (Header Curb, 18 inch, 24 inch, and 30 inch)

Concrete curb and gutter shall match the existing curb and contain two No. 4 steel reinforcing bars. Concrete grade shall be S2. Payment shall be made in lineal feet of curb and gutter replaced. All joints shall be saw cut. Curb and gutter shall be placed in accordance with Section 802 of the MDOT 2012 Standard Specifications for Construction.

3.07.04 Sidewalk and Concrete Driveways

Sidewalk and concrete driveways shall be placed in accordance with Section 801 & 803 of the MDOT 2012 Standard Specifications for Construction. Concrete shall be air entrained. All 6-inch thick concrete sidewalks shall include 6x6-W2.9xW2.9 woven wire steel mesh.

3.07.05 Measurement & Payment

Concrete walks, pavement, and drives will be measured in square feet or square yards of actual concrete surface replaced. Concrete curb and gutter shall be considered part of the construction of the utility line unless a specific item is provided in the Proposal for its replacement. If so specified, the concrete curb and gutter or valley gutter replacement shall be paid for in lineal feet measured along the face of a header curb or along the flow line of gutter when constructed as part of the curb. Concrete that has been broken by the Contractor outside the limits of the trench will not be considered for payment unless otherwise specified.

3.08 REPLACEMENT OF LAWN IMPROVEMENTS

3.08.01 Underground Sprinkling Equipment

Underground sprinkling lines, valves & heads, and water system curb stops and boxes are specifically excluded from the pay items. The Contractor shall take the necessary precautions to preserve this equipment during construction. Any underground sprinkling equipment disturbed by the Contractor shall be replaced at the Contractor's expense.

All underground sprinkling equipment shall be replaced in a timely fashion so as to minimize damage to the lawn areas. The Contractor will be responsible for any lawn damage caused by delayed replacement of the sprinkling equipment.

3.08.02 Fences

Fences, which are removed for construction, shall be replaced with equal or better type and size. The cost of removing and replacing the fences shall be considered part of the major items of work found in the Proposal unless otherwise specified.
3.08.03 Ornamental Shrubbery and Bushes

Ornamental shrubbery and bushes that are removed during construction shall be replaced in kind and size in a vigorous growing condition. Replacement costs shall be considered part of the major items of work found in the Proposal unless otherwise specified. All shrubs and bushes replaced shall be insured by a one-(1) year warranty commencing from the date of installation.

3.09 TURF RESTORATION

All areas of established turf shall be replaced as nearly as possible to their original condition.

3.09.01 Topsoil

Topsoil shall be placed at a minimum depth of four (4) inches over all areas disturbed by the Contractor's operations. The subgrade shall be graded to conform to the adjacent contours and shall be approved by the Engineer before placing topsoil. The topsoil shall then be placed in accordance with Section 816 of the MDOT 2012 Standard Specifications for Construction.

The soil shall be dark, organic natural surface soil, exclusive of muck or peat, suitable for the establishment of grass or other vegetable growth.

3.09.02 Fertilizer

After the topsoil has been placed, it shall be fertilized with a starter fertilizer at the rate of two (2) pounds per 1,000 square feet, in proportions of 16% nitrogen, 32% phosphoric acid, and 3% potash, or as directed by the Engineer. Fertilizer shall be applied just before the placing of the seed to retain its full benefit before unfavorable weather can cause deterioration.

3.09.03 Seeding

All previously seeded lawn areas shall be reseeded with Class A seed. Other areas disturbed by the Contractor's operations shall be seeded with Roadside seed. Temporary seed shall be placed for erosion control or temporary soil stabilization of stockpile areas. Seed mixtures, application rates, and methods shall be in accordance with Section 816 of the MDOT 2012 Standard Specifications for Construction.

Seasonal limitations on seeding in Section 816 of the MDOT 2012 Standard Specifications for Construction are waived. The Contractor shall repeat the seeding procedure as often as necessary to produce a close stand of weed-free grass.
3.09.04  **Mulching**

All seeded areas shall be mulched immediately following the seeding. Mulching shall be applied to all newly seeded areas at a rate of two (2) tons per acre in accordance with the requirements of Section 816 of the MDOT 2012 Standard Specifications for Construction, or as directed by the Engineer. Separate loose straw mulch is prohibited on residential lawn areas.

3.09.05  **Hydro Application**

All fertilizing, seeding and mulching shall be applied by an approved Hydro seeding and mulching process unless separate applications as heretofore described are approved by the Engineer.

3.09.06  **Erosion Control**

All erosion control measures shall be installed and maintained in accordance with the Soil Erosion and Sedimentation Control plan and permit. Unless otherwise specified, mulch blanket and high velocity blanket shall be placed in accordance with Section 816 of the MDOT 2012 Standard Specifications for Construction.

3.09.07  **Sod**

Sod shall be placed only where directed by the Engineer or as noted on the drawings or specifications.

All sod shall be nursery grown, conforming to MDOT requirements for Class A. Sod shall be approved by the Engineer before placing and shall be placed in accordance with the requirements of Section 816 of the MDOT 2012 Standard Specifications for Construction. The base on which the sod is to be laid shall consist of a minimum of four (4) inches of topsoil placed, watered and fertilized in the same manner required for seeding.

3.09.08  **Measurement & Payment**

Turf restoration will be measured in lineal feet along the centerline of the main utility line being constructed. Payment will be made according to the appropriate item for seeding or sod. Topsoil, fertilizer, mulch and erosion control shall be incidental to these items unless specific proposal items are provided. Any area disturbed by the Contractor's operations outside of the limits of the trench shall be restored by the Contractor to its original condition but will not be considered for payment.

3.10  **SCHEDULING OF RESTORATION WORK**

Initial restoration (rough grading, temporary aggregate if necessary, removal of excess excavated material and debris) shall be done each day to the extent necessary to allow the movement of local traffic and permit access to all properties.
for emergency vehicles. Maintenance of streets, drives, sidewalks, etc. shall be the responsibility of the Contractor (including dust control, grading, stabilization, etc.) until the restoration is complete and has been accepted by the Engineer.

Restoration of each street or section of utility line shall follow the construction in a timely fashion so as to minimize inconvenience to the adjacent property owners and the general public. The manner in which this restoration is done by the Contractor will be a determining factor in the approval by the Engineer of staking requests and partial payment requests.

3.11 LIMITS FOR MEASUREMENT & PAYMENT FOR SURFACE RESTORATION

All work necessary to return the area of construction operations to its original condition, other than the items listed in the Proposal, shall be considered incidental to the construction, and no specific payment will be made therefor.

For surface restoration items measured in lineal feet, payment will be based upon the type of surface that is directly above the utility. Only one surface restoration item shall be paid for each lineal foot of utility. Additional restoration on either side of the utility to the limits of construction will be done by the Contractor at no additional cost to the Owner. For example, when the utility is directly under the bituminous street, only the item of bituminous street restoration will be paid. Topsoil, seed, fertilizer and mulch required to restore the area adjacent to the street will not be paid for separately.

Payment will be made for the proposal items only. All of the work specified above and indicated on the drawings will be considered included in the unit prices.
SECTION 5

SPECIFICATIONS FOR STORM SEWER

5.01 DESCRIPTION OF WORK

The work shall consist of furnishing and installing storm sewer pipe of the specified size or sizes in a trench and shall include the construction of manholes, catch basins, and other appurtenant work. Excavating, trenching and backfilling shall be as specified in Section 2.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2012 Standard Specifications for Construction and the following specifications.

5.02 MATERIALS

All materials furnished by the Contractor shall conform to the specifications which follow. Where reference specifications are used, they shall be considered as referring to the current edition or latest issue.

5.02.01 Sewer Pipe

All sewer pipe shall be of the materials and strengths shown on the Drawings or as specified.

5.02.01.01 Reinforced Concrete Sewer Pipe

Reinforced concrete sewer pipe, fittings, and accessories shall conform to the requirements of ASTM Designation C76 for the various classes specified.

Unless otherwise specified, joints for reinforced concrete sewer pipe shall be premium rubber joints conforming to the requirements of ASTM Designation C443.

5.02.01.02 Nonreinforced Concrete Pipe

Nonreinforced concrete pipe, fittings, and accessories shall conform to the requirements of ASTM Designation C14, Class 3, unless otherwise specified.

Unless otherwise specified, joints for non-reinforced concrete sewer pipe shall be premium rubber joints conforming to the requirements of ASTM Designation C443.
5.02.01.03 Reinforced Concrete Elliptical Pipe

Reinforced concrete elliptical pipe, fittings, and accessories shall conform to the requirements of ASTM Designation C507 for the various classes specified.

Unless otherwise specified, joints for reinforced concrete elliptical pipe shall conform to one of the following requirements:

Premium joints shall conform to one of the following requirements:

   External sealing bands conforming to the requirements of ASTM Designation C877,

Soil tight joints shall conform to the following requirements:

   Bituminous mastic conforming to the requirements of Section 909.09 of the MDOT 2012 Standard Specifications of Construction shall completely fill the annular space in the joint. Any excess mastic squeezed into the interior of the conduit shall be troweled smooth.

   The joint surface shall also be evenly wrapped with a three (3) foot wide geotextile fabric meeting the requirements of Section 910.03A of the MDOT 2012 Standard Specifications of Construction, Geotextile Blanket for pipe wrap.

   Geotextiles shall be stored, handled, and placed in accordance with the manufacturer's recommendations. Torn or punctured geotextiles shall not be used. Geotextile fabric which has deteriorated due to ultraviolet exposure (sunlight) during storage or has been damaged in placing will be rejected.

5.02.01.04 Reinforced Concrete Box Culverts

This section covers precast reinforced concrete box culverts and joints to be furnished and installed as specified and as shown on the drawings.

Box culverts shall be furnished and installed complete with all fittings, specials, jointing materials, and other necessary appurtenances.

Except as modified or supplemented herein, the manufacture and design of concrete box culvert shall be governed by the requirements of ASTM C1433, as applicable.

Unless otherwise specified herein, all materials used in the manufacture of culvert, fittings, and accessories shall conform to the requirements of ASTM C1433, as applicable.

Unless otherwise specified, joints for reinforced concrete box culverts shall conform to one of the following requirements:
Premium joints shall conform to one of the following requirements:

External sealing bands shall conform to the requirements of ASTM Designation C877. The width of the bands shall be thirteen (13) inches. External sealing bands shall be installed in accordance with the sealing band manufacturer's recommendations. Care shall be taken to ensure stretch of the band along the bottom surface of the conduit, and to prevent pulling of the sealing band into the bottom of the joint, by keeping the weight of the conduit off of the bedding until the sealing band is fully installed.

Soil tight joints shall conform to the following requirements:

Bituminous mastic conforming to the requirements of Section 909.09 of the MDOT 2012 Standard Specifications of Construction shall completely fill the annular space in the joint. Any excess mastic squeezed into the interior of the conduit shall be troweled smooth.

The joint shall surface shall also be evenly wrapped with a three (3) foot wide geotextile fabric meeting the requirements of Section 910.03A of the MDOT 2012 Standard Specifications of Construction, Geotextile Blanket for pipe wrap.

Geotextiles shall be stored, handled, and placed in accordance with the manufacturer's recommendations. Torn or punctured geotextiles shall not be used. Geotextile fabric which has deteriorated due to ultraviolet exposure (sunlight) during storage or has been damaged in placing will be rejected.

Except for fittings, bends, tees, and closure pieces, each piece of culvert shall be not less than six (6) feet long. Shorter length to help align precast holes may be allowed with the approval of the Engineer.

Joints shall conform to ASTM C1433, as applicable. Joint design shall be suitable for the joint sealing material to be used. 

The total area of longitudinal steel reinforcement shall meet or exceed ASTM C1433. Longitudinal reinforcement shall be spaced uniformly around the culvert, and shall be continuous in each cage.

In no case shall the cover over the reinforcement be less than 5/8 inch, as measured from the internal surface or the external surface of the culvert, except the cover over the reinforcement for the external surface of the top slab of box culverts with less than two (2) feet of cover shall not be less than 1-5/8 inches.

In addition to the requirements of ASTM C1433, as applicable, each culvert and fitting shall have plainly and permanently marked thereon:
Identification of specials to show the location in the line.

On bends, the angle turned.

All bends, tees, closure pieces, wall fittings, end sections, and other fittings which are indicated on the drawings, or required to complete the work shall be furnished. Except as modified or otherwise provided herein, the design and manufacture of fittings shall be governed by the same requirements as the connecting culvert.

Concrete box culverts shall not be delivered to the site until concrete control cylinders representing such culverts shall have attained a compressive strength of at least eighty (80) percent of the specified minimum twenty-eight (28) day strength.

Concrete culvert and fittings shall be handled carefully and shall not be bumped or dropped. Hooks shall not be permitted to come in contact with joint surfaces. Use of lifting holes will be permitted with a minimum of four holes. Holes shall be plugged with non-shrink grout or other means acceptable to the Engineer, after installation.

Bedding for concrete box culverts shall be at least twelve (12) inches below the bottom of the box culvert on rock, and at least six (6) inches below the bottom of the box culvert laid on stable earth. The bedding shall be aggregate, thoroughly compacted to not less than ninety-five (95) percent of maximum unit weight – ninety-eight (98) percent if within the roadway influence – in accordance with MDOT procedures. Bedding material shall conform to the requirements of MDOT for 6A aggregate, or crushed concrete meeting the requirements for 22A aggregate, or approved equal. Bedding material shall extend a minimum of one (1) foot beyond the outside faces of the culvert.

Culvert laying shall begin at the lowest elevation, with the female ends facing the direction of laying, except when reverse laying is permitted by the Engineer.

The interior of all culvert and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted. All joint contact surfaces shall be kept clean until the joint is completed.

Jointing of precast concrete box culvert shall be as specified. Joints shall not be made when weather conditions may interfere with obtaining a satisfactory seal.

The gap width between successive box culvert sections after placement shall be a maximum of 3/4 inch at the nearest surfaces of the joint, and two (2) inches maximum at any other location as measured on the interior exposed edge of the joint. This permissible tolerance shall not affect the lines and grades and their permissible tolerances as shown on the drawings and specified. Box culverts delivered to the job site with any patching shall not be accepted. If the Contractor wishes to seek acceptance for a patched box culvert, it must be
inspected by the Engineer prior to patching at the point of manufacture, and accepted subject to an approved method of patching.

Drawings, specifications, schedules, and other data showing complete details of the fabrication and construction of box culvert and fittings, together with complete data covering all materials proposed for use, shall be submitted for approval. The drawings and data shall include, but not be limited to, the following for each size culvert:

- Details of joints.
- Details of fittings and specials.
- Details of end sections and tees.
- Test reports.
- Laying schedules.
- Details of reinforcement at openings in the top or sides of the box culvert.

5.02.01.05  Corrugated Metal Pipe

Corrugated metal pipe shall conform to the applicable requirements of Sections 401 and 402 of the MDOT 2012 Standard Specifications of Construction for the various types and gauges specified.

Premium soil tight joints will be required.

5.02.01.06  Smooth Lined Corrugated Polyethylene Pipe

Smooth Lined Corrugated Polyethylene Pipe in sizes up to forty-eight (48) inch diameter shall conform to the requirements of AASHTO M-294, Type S. The material shall have a minimum resin cell classification of 335420 C as determined under ASTM Designation D3350. Pipe shall have annular corrugations, and joints shall have integral bell & spigot with gaskets. Gaskets shall be placed in annular corrugations. Gaskets shall be solid cross section rubber seals conforming to ASTM Designation F477. A protective removable shrink wrap material shall be placed on all exposed gaskets at the factory. Gaskets and sleeves shall be lubricated prior to insertion as required by the pipe manufacturer. Pipe fittings shall conform to AASHTO M-294. Installation and testing shall be as required in Section 2, "Excavating, Trenching, and Backfilling for Utilities", except a minimum of three (3) feet of cover shall be maintained over any pipe during construction staging when construction equipment is crossing the pipe. The cost of temporary cover shall be incidental to the item of work.
5.02.01.07 Polyvinyl Chloride (PVC) - (Roof Drain Laterals Only)

Solid wall PVC plastic pipe shall be extra strength conforming to the requirements of ASTM D3034, with a standard dimension ratio of 23.5 (SDR-23.5).

Joints for PVC plastic may be chemically welded. Manufacturers are required to "guide line" the uncoupled end of each joint of pipe so that in the field, it can be visually determined that the joint is properly made up.

Joints for PVC shall be integral bell & spigot design.

Polyvinyl Chloride (PVC) solid wall schedule 80, ASTM D1785, is also permitted.

5.02.02 Roof Drain Laterals

All roof drain laterals shall be extra strength pipe, and unless otherwise specified, shall be of any material specified in Paragraph 5.02.01. Where bends or curves are specified they shall be smooth long radius type curve. No mitered or segmented type bends will be approved.

5.02.03 Wyes and Tees

Wyes and Tees shall be cast fittings of the same material and joints as the main sewer, or may be an approved fabricated special fitting which provides a suitable connection for the lateral to the main sewer.

Details of special fittings and/or adaptors for connecting laterals of a material different from the main sewer shall be approved by the Engineer before they are manufactured.

Wyes and tees will be required as follows:

- 6" Wyes on main sewer of 8" or 10" diameter;
- 6" Wyes or Tees on main sewer of 12" diameter or larger.

5.02.04 Plugs and Stoppers

Plugs or stoppers for plugging the ends of laterals, risers or storm sewers, which are not extended shall make a water tight seal. Design shall be such that they can be readily removed without damage to the pipe.

5.02.05 Underdrains

Materials for underdrains shall conform to the requirements of Section 404 of the MDOT 2012 Standard Specifications of Construction.
5.02.06  Cement Mortar

Mortar shall consist of one part of Air Entraining Portland Cement, and two parts of masonry sand. These proportions shall be measured by volume.

The sand and cement shall be mixed dry in a clean tight box until a mixture of uniform color is produced, after which water shall be added until the required consistency is obtained. Mortar shall be mixed only in such quantities as needed for immediate use. The retempering of mortar will not be permitted.

5.02.06.01  Cement

Air Entraining Portland Cement shall conform to the requirements for Type 1A of the MDOT 2012 Standard Specifications for Construction for Air Entraining Portland Cement, ASTM Designation C150.

5.02.06.02  Masonry Sand

Masonry Sand shall conform to the requirements of "Natural Sand, 2MS" of the MDOT 2012 Standard Specifications for Construction.

5.02.06.03  Water

Water for mixing mortar shall be obtained from the public water supply unless otherwise approved by the Engineer.

5.02.07  Concrete

Concrete for pipe encasement, special pipe embedment, manhole bases and similar items shall meet the requirements of the 2012 MDOT Standard Specifications for Construction for Grade S3 concrete. Grade S3 concrete shall have the strength of 3,000 psi at 28 days.

5.02.08  Manhole and Catch Basin Materials

5.02.08.01  Adjusting Rings

Precast grade adjusting rings shall conform to the requirements of ASTM Designation C478.

5.02.08.02  Precast Units

Precast reinforced concrete manhole risers and precast reinforced concrete manhole conical top sections shall conform to the requirements for reinforced concrete manhole risers and tops, ASTM Designation C478.

Joints for precast sections shall be premium rubber, butyl rubber composition seals, "RAM-NEK", or approved equal.
5.02.08.03 Castings

Castings shall meet the requirements specified in the MDOT 2012 Standard Specifications for Construction Section 908. Manhole covers and rings and similar combinations of castings shall be machined to provide an even bearing.

Unless otherwise specified, manhole castings shall be East Jordan No. 1120 with Type A solid cover, or approved equal.

Unless otherwise specified, catch basin castings at curb inlets shall be East Jordan No. 7020, with Type M2 grate and Type T1 back, or approved equal.

5.02.08.04 Steel Reinforcement

Steel reinforcement shall conform to the requirements for steel reinforcement of Section 905 of the MDOT 2012 Standard Specifications for Construction.

5.02.08.05 Manhole Steps

Unless otherwise specified, manhole steps shall be plastic coated steel steps conforming to the requirements of ASTM Designation C478, or approved equal, spaced at 16” on center.

5.03 INSPECTION OF MATERIALS BY CONTRACTOR

It shall be the responsibility of the Contractor to inspect all materials for cracks, flaws or other defects before they are incorporated into the work. Any materials found to be defective or damaged, shall be promptly removed from the job site.

5.04 LAYING PIPE

5.04.01 Alignment and Grade

5.04.01.01 Laser Method

The Contractor shall use the laser beam method of maintaining line and grade for sewer construction, unless otherwise approved by the Engineer. The Contractor shall submit evidence to the Engineer that a qualified operator will handle the laser beam equipment during the course of construction.

The Engineer shall place line and grade stakes at each manhole, or more often, as determined by the Engineer. The Contractor shall check the line and grade at very point at which a stake has been placed.
5.04.02 **Handling**

Pipe shall be protected during unloading and handling against impacts, shocks and free fall. Pipe handled on skid-ways shall not be skidded or rolled against pipe already on the ground.

Pipe shall be carefully lowered into the trench in such a way as to avoid danger to the workmen or damage to the pipe.

5.04.03 **Direction of Laying**

Excavation of trenches and laying of pipe shall begin at the outlet for the sewer and proceed upgrade with the individual pipe being laid with the spigot end downstream.

5.04.04 **Placing**

Unless otherwise specified, installation of precast concrete sewer, storm drain, and culvert pipe shall conform to the requirements of ASTM Designation C1479, as applicable.

The pipe shall be placed on the prepared sub-grade and held firmly in place during subsequent pipe jointing and embedment operations. Successive pipes shall be carefully positioned so that when laid they form a sewer with a uniform invert true to line and grade.

Sufficient pressure shall be applied by an approved method to each pipe as it is laid to ensure that the spigot is all the way home in the bell. Care shall be exercised to prevent joints from opening up as successive lengths of pipe are placed. The Contractor shall take the necessary precautions when using a trench box to prevent joint separation when the box is pulled ahead.

5.04.05 **Cleaning Sewer**

The interior of the sewer shall be cleaned of all jointing material, dirt and debris as the work progresses.

In small sewers where cleaning after laying may be difficult, a swab or drag may be required in the pipe line to satisfactorily complete this work. Where possible, a plug shall be installed on the downstream end of the sewer to prevent any sand and debris from entering the existing sewer.

5.05 **PIPE JOINTS**

Pipe joints shall be made in strict accordance with the pipe manufacturer's recommendations unless otherwise specified herein. All lubricants, gaskets and other materials required to make the joints shall be supplied or recommended by the pipe manufacturer and approved by the Engineer.
Pipe layers shall be fully qualified and experienced in the work being performed and shall check each joint after it is completed to see that no part of the joint material is left on the inside of the pipe and that the joint is properly made.

5.06 LOCATION OF WYES AND TEES

The approximate locations of wyes or tees are shown on the Drawings. These locations may be adjusted where necessary to best serve the various properties. Exact locations will be determined by the Engineer before the wyes or tees are installed.

The Contractor shall keep an accurate record of measurements from the nearest downstream manhole to each wye or tee which is installed, the length of each lateral, and the depth at the end of each lateral. These measurements shall be recorded on the record drawings to be furnished by the Contractor.

5.07 ROOF OR FOOTING DRAIN LATERALS

5.07.01 General

Installation of roof/footing drain laterals shall meet all requirements specified for storm sewers. All laterals shall be inspected by the Engineer before the trench is backfilled. The end of all laterals shall be properly sealed with a standard stopper or plug, unless directed otherwise by the Engineer.

5.07.02 Length

All roof/footing drain laterals shall be laid at right angles to the storm sewer main line and shall extend to a point one foot outside the street right-of-way (property line) unless otherwise directed. No payment will be made for pipe laid beyond this point unless specifically ordered by the Engineer.

The Contractor shall measure and record the horizontal length of the lateral from the main line sewer to the end of the lateral and provide this information to the Engineer.

5.07.03 Grade

The roof/footing drain lateral shall be laid with a rise of one-quarter (1/4) inch per foot unless otherwise directed.

5.07.04 Markers and Measurements

After installation of the roof/footing drain lateral, but prior to backfilling, the Contractor shall provide and install a 2” x 2” wood marker for each service. The wood markers shall be set vertically from the end of the lateral to twelve (12) inches above finish surface elevations. Also, a 1/2” diameter by 3’ long metal stake shall be placed vertically and adjacent to the wood marker with 6” cover. The
Contractor shall assist the Construction Observer in locating the end of each lateral and in recording the location by measuring to the nearest downstream manhole.

After the record locations have been recorded and checked by the Construction Observer, the Contractor shall cut off the markers as follows: in improved areas, the markers shall be cut off two inches below grade; and in undeveloped areas, the markers shall be cut off six inches above grade.

5.08 MANHOLE AND CATCH BASIN CONSTRUCTION

Manholes and catch basins shall be constructed in accordance with the standard details and as specified herein.

Unless otherwise specified, or approved by the Engineer, all manholes and catch basins shall be precast.

Precast bases shall be installed on the subbase in such a way as to provide a uniform bearing under the manhole base.

Precast concrete adjusting rings shall be used to bring existing and new drainage structure covers within the proposed pavement to grade. After the cover is brought to grade, the entire hole created by excavating to raise the casting shall be filled in three-inch (3") lifts with Hot Mix Asphalt Mixture 3C or 13A to the top of the leveling course and air tamped to achieve proper compaction. Special care shall be taken to prevent debris from entering sewers.

Precast manholes and catch basins with integral bottom and channel may be used; however, any changes to the structure due to minor field adjustments of alignment and/or grade required to meet construction conditions, shall be made by the Contractor at no additional cost to the Owner.

Stubs shall be provided in manholes for future connections as shown on the Drawings or as directed by the Engineer. All such stubs shall be sealed with standard plugs or brick bulkheads, in accordance with Section 403.03 of the MDOT 2012 Standard Specifications for Construction.

5.09 CUT-INS

When cutting into an existing manhole, the opening shall be no larger than is necessary to admit the new sewer. All broken or surplus materials falling inside the structure shall be removed. The opening around the pipe shall then be properly sealed with brick and mortar or by other approved means which will result in a water tight and durable repair to the structure.

Flow channels shall be constructed as specified or as directed to accommodate the sewer being cut in.
Cut-ins to existing manholes shall be considered included in the major items of work and no specific payment will be made therefor.

5.10 ACCEPTANCE TESTS

5.10.01 Alignment and Grade

Each section of sewer may be checked by the Engineer for alignment and grade using lights and mirrors, television inspection, or other similar means. The Contractor shall assist the Engineer in the performance of these tests when necessary.

5.10.02 Pipe Deflection Tests (Flexible Pipe Only)

Flexible pipe is any pipe having a pipe stiffness of less than 115 psi. as defined under the requirements of ASTM Designation D2412.

The completed installation of flexible pipe shall at no point have out-of-round deflections in the main sewer pipe greater than five percent (5%) of the pipe's actual original inside diameter. Go/no go gauging tests, using an approved pointed mandrel with a minimum of nine (9) points, shall be performed by the Contractor in the presence of the Engineer, or his authorized representative after the trench is backfilled and before the surface restoration is begun. Pipe with deflections greater than five percent (5%) shall be re-laid by the Contractor at no additional expense to the Owner. Use of mechanical devices or equipment to complete the go/no go tests and vibratory re-rounding of failed sections are prohibited. A minimum of 30 days shall elapse between installation with backfilling and deflection testing.

5.11 MEASUREMENT AND PAYMENT

5.11.01 General

All proposed construction shall be measured for payment by the Engineer in accordance with the items listed in the proposal.

The unit price bid for each proposal item shall be payment in full for completing the work, ready for use as specified.

5.11.02 Storm Sewers

Measurement of the length of the sewer shall be in lineal feet along the centerline of the sewer from center to center of manhole or catch basin structures.

Where depth classifications are provided, the depth of the sewer connecting two adjacent structures shall be considered as being the average of the depth from earth grade to the sewer invert at these structures.
5.11.03  **Manholes and Catch Basins**

Manholes and catch basins shall be paid for in accordance with the units established in the proposal. When no proposal item is provided for castings, the work shall be considered part of the major items of work.

5.11.04  **Wyes or Tees**

When a specific item is provided in the proposal for Wyes or Tees the unit price bid shall be the additional cost of furnishing and placing the wye or tee over and above the cost of furnishing and laying the sewer pipe.

When no proposal item is provided, the work shall be considered part of the major items of work.

5.11.05  **Roof or Footing Drain Laterals**

The length of roof/footing drain laterals shall be measured horizontally from the center of the main sewer to the end of the lateral as specified.

5.11.06  **Cut-Ins**

Cut-ins shall be considered part of the major items of work and no specific payment will be made therefor.

5.11.07  **Stubs**

Stubs shall be considered part of the major items of work and no specific payment will be made therefor.
STANDARD CATCH BASIN
(PRECAST CONCRETE)

NOTES

1. PRECAST CONCRETE CATCH BASIN SHALL MEET ASTM C478.

2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4" SAND SUBBASE (CIP) OR CLASS 1A CRUSHED STONE WRAPPED WITH GEOTEXTILE FABRIC.

3. STD. 4'-0" DIAMETER INLET SAME AS CATCH BASIN WITHOUT SUMP.
DRIWWELL CATCH BASIN
(PRECAST CONCRETE)

NOTES

1. PRECAST CONCRETE CATCH BASIN SHALL MEET ASTM C479.

2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4" SAND SUBBASE (CIP) OR CLASS 1A CRUSHED STONE WRAPPED IN GEOTEXTILE FABRIC.

3. STD. 4'-0" DIAMETER INLET SAME AS CATCH BASIN WITHOUT SUMP.
2' DIAMETER INLET

NOTE

1. PRECAST CONCRETE INLET SHALL MEET ASTM C478.

2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4" SAND SUBBASE (CIP) OR CLASS 1A CRUSHED STONE WRAPPED WITH GEOTEXTILE FABRIC.
2' DIAMETER INLET w/ SUMP

NOTE

1. PRECAST CONCRETE INLET SHALL MEET ASTM C478.

2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4" SAND SUBBASE (CIP) OR CLASS 1A CRUSHED STONE WRAPPED WITH GEOTEXTILE FABRIC.
CURB INLET

NOTE

ALSO SEE "STANDARD CATCH BASIN" PLANS FOR STD. 4'-0" DIA. INLETS
STANDARD STORM SEWER MANHOLE

(PRECAST CONCRETE)

NOTES

1. PRECAST CONCRETE MANHOLE SHALL MEET ASTM C478.

2. IF BOTTOM IS PRECAST CONCRETE, SET ON MINIMUM 4" SAND SUBBASE (CIP) OR CLASS 1A CRUSHED STONE WRAPPED IN GEOTEXTILE FABRIC.

3. CONE MAY BE ROTATED TO ALIGN STEPS TO VARIOUS LOCATIONS IN MANHOLE.
STANDARD STORM SEWER TEE MANHOLE

EXTRA REINFORCING IN PIPE AROUND OPENING.
(2) #4 BARS, EACH SIDE

COVER, AS SPECIFIED
FINISH GRADE

SET FRAME IN SOFT MORTAR BED

ADJUSTING RINGS
(6" MIN. - 15" MAX.)

48" DIA. MANHOLE RISER
ASTM C478

24" MIN.

PRECAST CONE
ASTM C478

PLASTIC COATED
STEEL STEPS

REINFORCED CONCRETE
PRECAST MANHOLE TEE

6" MIN. (TYP.)

16" (TYP.)

42" DIA. & OVER

6" MIN.

UNDISTURBED SOIL

2,500 PSI CONCRETE AROUND BOTTOM HALF OF PRECAST MANHOLE, POURED IN PLACE.
SECTION 9

SPECIFICATIONS FOR NON-MOTORIZED MULTI-USE PATHWAYS

9.01 DESCRIPTION OF WORK

The work shall consist of furnishing and installing non-motorized multi-use pathways (pathways) of the specified widths and thicknesses as shown on the drawings specified herein, and furnishing all labor, materials, tools, and equipment for receiving, unloading, transporting, laying, and testing of the pathway. Contractor shall furnish all necessary accessories to complete the pathway work as shown on the drawings and specified herein.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2012 Standard Specifications for Construction and the following specifications.

9.02 RIGHT-OF-WAY/EASEMENTS

The Contractor shall confine his work to the public right-of-way or easements as shown on the drawings. Any other area required for equipment or material storage or for construction operations shall be the Contractor’s responsibility.

9.03 LIMITATION ON OPERATIONS

The Contractor shall at all times conduct his work so that there is a minimum of inconvenience to the residents of the streets in this project. A traffic control plan must be submitted to, and approved by, the municipality and/or agency of jurisdiction prior to the start of construction.

9.04 PERMITS

The Contractor shall obtain all necessary permits including but not limited to those from the Road Commission and Drain Commission. The Owner will receive plan approval from these agencies. The Contractor shall pay for any charges or bonds for those permits and related inspection by those agencies. All costs shall be considered part of the major work items.

The Owner will obtain the Soil Erosion and Sedimentation Control permit and provide a copy for the Contractor’s reference. The Contractor is to provide a certified storm water operator and shall complete inspection reports as required by local, state and federal requirements.
9.05 HOT MIX ASPHALT (HMA) PATHWAY CONSTRUCTION


9.05.01 Grade

The pathway shall be constructed to match the existing grade, or as noted on the construction drawings. The pathway will have a transverse slope either toward or away from the road to maintain existing drainage patterns. Minor fills and cuts will be made in the field during construction to provide smooth transition of the pathway and maintain existing drainage patterns. The cost to make all cuts and fills required to construct the pathway shall be included in the price bid for the pathway grading and restoration.

9.05.02 Subbase Preparation

Existing vegetation shall be removed and topsoil excavated to provide a six (6) inch sand subbase for the proposed pathway. The existing sand subbase shall be compacted to ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. Where fill sand is required it shall be compacted to achieve ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. The cost to prepare the subbase shall be included in the price bid for the pathway grading and restoration.

9.05.03 Gravel Base

The gravel base shall be two (2') feet wider than the HMA surface to provide one (1') foot minimum shoulder on both sides of the pathway and consist of six (6) inches of compacted MDOT 22A gravel in accordance with the section as indicated on the construction drawing. Density of the gravel shall be ninety five (95%) percent. The cost for gravel base shall be included in the price bid for aggregate base under bituminous (6” compacted in place).

9.05.04 Hot Mix Asphalt (HMA) Surface

The hot mix asphalt surface shall consist of 120 lbs/s.y. MDOT 36A hot mix asphalt (top) over 165 lbs/s.y. of MDOT 13A hot mix asphalt (level) placed in accordance with the section as indicated on the construction drawings. The asphalt performance grade shall be 58-28. The hot mix asphalt shall be placed with a self-propelled paver; spreader boxes will not be permitted.

A bond coat shall be applied between successive courses of hot mix asphalt at an application rate of 0.05 to 0.15 gal/s.y. The bond coat shall be included in the cost of hot mix asphalt pathway.
9.06 CONCRETE PATHWAY CONSTRUCTION

Concrete pathway shall conform to MDOT 2012 Standard Specifications for Construction Section 803, “Concrete Sidewalk, Sidewalk Ramps and Steps” and 806, “Shared Use Paths”, as specified herein.

9.06.01 Grade

The pathway shall be constructed to match the existing grade, or as noted on the construction drawings. The pathway will have a transverse slope either toward or away from the road to maintain existing drainage patterns. Minor fills and cuts will be made in the field during construction to provide smooth transition of the pathway and maintain existing drainage patterns. The cost to make all cuts and fills required to construct the pathway shall be included in the price bid for the pathway grading and restoration.

9.06.02 Sub-base Preparation

Existing vegetation shall be removed and topsoil excavated to provide a four (4”) inch sand sub-base for the proposed pathway. The existing sand sub-base shall be compacted to ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. Where fill sand is required it shall be compacted to achieve ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. The cost to prepare and provide the four (4”) inch sand subbase shall be included in the unit price bid for the pathway grading restoration.

9.06.03 Concrete

Concrete shall meet the requirements of and shall be placed in accordance with the MDOT 2012 Standard Specifications for Construction Sections 601, “Portland Cement Concrete for Pavements” and 806, “Shared Use Paths”. Concrete shall be air-entrained. Other materials shall meet the requirements of the applicable portions of the MDOT 2012 Standard Specifications for Construction.

All concrete pathways shall be paved with a single course of concrete. Pathways through driveways shall be six (6”) inches thick. All other walks shall be four (4”) inches thick. All 6-inch thick concrete pathways shall include 6x6-W2.9xW2.9 woven wire steel mesh.

Unless otherwise specified, saw cuts and removal of existing pathway shall be considered incidental to the major items of work.

9.06.04 Joints

Full depth transverse expansion joints shall be constructed perpendicular to the surface of the pathway at intervals not to exceed fifty (50’) feet. Expansion joint material shall be one-half (1/2”) inch pre-molded expansion joints and shall be set ¼” below the surface of the pathway. Sealing of joints will not be required.
One (1”) inch pre-molded expansion joints must be placed between the pathway and back-of-curb when pathway is constructed between the curb and building or other rigid structures. Sealing of joints will not be required.

Transverse plane of weakness joints shall be true to line and grade, and shall be placed at four (4’) foot intervals and shall be formed with a grooving tool. Planes of weakness joints shall be constructed to a depth of at least one (1”) inch and a width of 1/8 inch to ¼ inch. Sealing of joints will not be required.

9.06.05 Surface

The surface of the concrete shall be floated to a level uniform surface and left with a slightly rounded surface. The surface shall be roughened with mechanic’s brush to prevent smooth and slippery surfaces. No surface shall be troweled to a glassy finish. Edges at the forms and joints shall be rounded with an edging tool.

9.07 HANDICAP CONCRETE CURB

At locations where pathway is constructed to a concrete curb, the curb shall be constructed as shown per the handicap concrete curb detail in these specifications. Rather than removing entire curb, sawcutting of existing curb head, may be allowed if approved by the Engineer. Unless otherwise specified, this item of work shall be paid by the lineal foot as measured along the face of curb.

9.08 ADA RAMP

ADA ramps shall be constructed to conform to MDOT 2012 Standard Specifications for Construction sections 601 “Portland Cement Concrete for Pavements”, 803 “Concrete Sidewalk, Sidewalk Ramps and Steps”, and 806 “Shared Use Paths”. ADA ramps shall meet the latest details per the MDOT Standard Plans.

9.09 TREES

Trees marked "REMOVE" on the drawings shall be taken down and removed from the right-of-way in a manner that does not endanger the adjoining property, or persons or traffic using the right-of-way. Tree limbs (less than three (3) inches in diameter) and tree stumps shall be completely removed and disposed of by the Contractor.

Firewood from the trees removed shall remain the property of the adjoining property owner. If the adjoining property owner does not want the remaining firewood, it shall be the property of the Contractor and disposed of by the Contractor.

Because of the special concern for preservation of trees in the area, only those trees that have been indicated on the construction drawings are to be removed.
Trees six (6) inches and smaller that are removed will not be considered a pay item. If shown in the proposal, trees over six (6) inches that are removed shall be a pay item otherwise shall be considered part of the major items of work. All other trees are to be preserved unless written permission for removal is obtained from the adjoining property owner and the Engineer. Selective pruning of trees will be permitted to allow operation of the Contractor’s equipment and this will be required for the necessary clearances along the proposed pathway. Tree branches and roots shall be pruned neatly and the scars shall be covered with an approved tree dressing.

9.10 STUMP REMOVAL

As noted on the drawings or as authorized by the Engineer, existing tree stumps as well as stumps remaining from trees which are removed shall be completely removed and disposed of by the Contractor. Grinding stumps down will not be permitted except as specifically authorized by the Engineer, however, all stumps and root material within two feet (2’) of the pathway shall be completely removed. Unless otherwise specified, the cost of stump removal shall be considered part of the major work items.

9.11 TREE REPLACEMENT

Replacement trees shall be the size and type specified in the proposal. Transplanting replacement trees shall be performed in accordance with the 2012 MDOT Standard Specifications for Construction Section 815 “Landscaping”. The Contractor shall replace transplanted trees that are not in a vigorous growing condition one year after transplanting. Unless otherwise specified, tree replacement shall be a pay item.

9.12 TREE TRIMMING

Adjacent trees shall be trimmed to allow for a minimum of twelve (12) feet overhead clearance and two (2) feet side clearance to the edge of the pathway. Unless otherwise specified, cost shall be considered part of the major items of work.

9.13 RELOCATIONS

9.13.01 Existing Utility Structures

Existing utility poles, guy anchors, hydrants (unless listed in the proposal), cable enclosure boxes, etc. shall be relocated by the utility company at no cost to the Contractor.
9.13.02 Fence Relocations

Existing fences shown or not shown on the construction drawings shall be relocated in accordance with MDOT 2012 Standard Specifications for Construction Section 808 “Fencing”. Unless otherwise specified, the cost of relocating fences shall be included in the cost of pathway grading and restoration.

9.13.03 Landscape Relocation

Existing shrubs, seedlings, bushes, landscaped mounds, decorative stone, shredded bark, etc. at the proposed walkway location shown or not shown on the drawings shall be relocated and transplanted by the Contractor, unless specified otherwise by the adjoining property owner.

The Contractor shall take care to transplant shrubs and bushes to guarantee there continued growth. If the transplanted material dies within the Contractor’s warranty period, the Contract shall replace the dead material with a similar type nursery stock in vigorous growing condition. Landscaping that cannot be transplanted shall be replaced with a similar type nursery stock in a vigorous growing condition.

Unless otherwise specified, the cost of landscaping relocation and replacement shall be included in the cost for pathway grading and restoration.

9.13.04 Sprinkler System Relocations

Existing sprinkler systems shown or not shown on the drawings shall be relocated as directed by the Engineer or the adjoining property owner. Sprinkler systems shall be tested for leakage after relocation is complete. Unless otherwise specified the cost of relocating sprinkler systems shall be included in the cost for pathway grading and restoration.

9.14 ADJUSTMENTS OF EXISTING UTILITY VALVES, ETC.

All existing valves for water mains, including valves for water services, gas company valves, manhole and catch basin castings, etc. shall be adjusted to meet the pathway elevations. Unless otherwise specified, the cost for this work shall be considered part of the major items of work.

9.15 MAIL BOXES

The Contractor shall temporarily relocate and maintain mail boxes interfering with the pathway location so that mail service is not interrupted, both temporarily and permanently. Mail boxes shall be replaced in a condition and location equal to that prior to construction or as required by the U.S. Postal Service. All mail boxes shall be replaced with a turn out of six (6) inches of MDOT 22A gravel, which shall be included in the cost of bituminous pathway grading and restoration.
9.16 **DRIVEWAYS/HARD SURFACE PARKING AREAS**

Unless otherwise noted on the construction drawings or as directed by the Engineer, all existing driveways/hard surface parking areas shall be saved. Where driveways/hard surface parking areas are to be removed, a clean sawcut smooth joint the full depth of the material shall be made. Bond coat or joint material shall be applied if necessary. Unless otherwise specified, cost of sawcut/removal and appurtenances shall be considered part of the major work items.

9.17 **GRAVEL DRIVEWAYS**

Pathways shall be constructed through gravel driveways. Additional gravel may be necessary to match the existing driveway to the new finished grade of the pathway. Additional gravel added to the existing driveways shall be compacted MDOT 22A gravel. This item shall be included in the price bid for Pathway Grading and Restoration.

9.18 **DITCH/SWALE CONSTRUCTION**

All ditch/swale construction, as required to maintain existing drainage patterns, shall be considered part of the major items of work, unless otherwise specified.

9.19 **EXCESS EXCAVATION**

Excess excavation shall be the property of the Contractor and shall be disposed of by the Contractor.

9.20 **TREATED LUMBER/MODULAR CONCRETE BLOCK RETAINING WALL**

Treated lumber/modular concrete block retaining walls shall be constructed in accordance with the details as shown on the construction drawings and the project specifications. These are pay items as listed in the proposal.

9.21 **TREATED LUMBER FENCE**

Treated lumber fence shall be constructed in accordance with the details as shown in the construction drawings. This is a pay item as listed in the proposal.

9.22 **PEDESTRIAN STRIPING**

Where indicated on the construction drawings, existing paved streets, driveways and parking areas shall be striped with six (6) inch wide, fifteen (15) mill minimum thickness, white, painted stripes. All paints shall be in accordance with the MDOT 2012 Standard Specifications for Construction Section 811 “Permanent Pavement Markings” and must be approved by the Engineer prior to placement. Unless otherwise specified, pedestrian striping is a pay item measured per lineal
foot of pathway. The Contractor is responsible for placing temporary signage during the placement of pedestrian striping as indicated in these specifications.

9.23 EXISTING PATHWAYS, CROSSINGS/REPLACEMENT/SAFETY

Where existing pathways are disturbed/removed they shall be replaced as soon as possible. The Contractor shall place barricades and warning signs to alert the pathway users.

9.24 MATERIAL TESTING

The Owner reserves the right to sample and test any of the materials required for the proposed construction, either before or after delivery to the project and to reject any material represented by any sample which fails to comply with the minimum requirements specified.

The Contractor shall furnish all materials reasonably required for sampling testing and analysis necessary for the testing of materials as required by these specifications.

The cost of the above described testing shall be paid by the Owner. If any material fails to meet the specified requirements, all material represented by the sample shall be rejected unless the Contractor can demonstrate through additional tests, at his own expense, that the remainder of the material is satisfactory.

As a minimum requirement, the following shall be submitted to the Engineer by the Contractor (at no additional cost to the Owner):

A. Pipe: certified test reports for strength from the manufacturer.

B. Hot mix asphalt (HMA) materials:
   1) master mix design
   2) slips from the plant as to the type of mix

C. Concrete material slips from the plant as to the type of mix.

9.25 LAWN AND YARD RESTORATION

Lawn restoration shall be done in accordance with MDOT Standard Specifications for Construction section 816, “Turf Establishment”.

After construction is complete, all disturbed lawn areas, including adjacent cut and fill areas as required to blend in to existing yards, shall be repaired using a maximum of 1 on 4 back slope and 4 inches of topsoil. All disturbed areas which are not lawns, including adjacent cuts and fill areas as required to blend into
existing yards, shall be repaired using a maximum of 1 on 3 back slope and 2 inches of topsoil.

A mixture of hydroseed, fertilizer and mulch shall be used to seed all disturbed areas. Seed mix selection shall be according to Table 816-1 of the MDOT Standard Specifications for Construction section 816, “Turf Establishment”.

With approval by the Engineer, the existing topsoil may be salvaged and reused.

Restored areas shall be repaired and reseeded as often as necessary in order to produce a close stand of weed free grass to the edges of the pathway. The cost of lawn and yard restoration is to be included in the price bid for pathway grading and restoration.

9.26 SURFACE RESTORATION

All areas disturbed by construction operations shall be restored to their original condition as determined by the Engineer. The Engineer will use information from drawings and photographs, or video tapes when available.

All streets, walks and other improved surfaces disturbed by construction operations shall be replaced to uniform lines and grades established by the Engineer.

Restoration shall follow the construction in a timely fashion so as to minimize inconvenience to the adjacent property owners and the general public. The manner in which this restoration is done by the Contractor will be a determining factor in the approval by the Engineer of staking requests and partial payment requests.

All work necessary to return the areas of construction operations to their original condition, other than the items listed in the proposal, shall be considered incidental to the major items of work, and no specific payment will be made therefore.

9.27 PROTECTION OF WORK

The Contractor shall protect the work until it is accepted by the Engineer. Any part of the completed work that is damaged prior to acceptance by the Owner shall be replaced at the Contractor’s expense.
CONCRETE PATHWAY DETAIL
SCALE: NONE

BITUMINOUS PATHWAY DETAIL
SCALE: NONE

NON-MOTORIZED MULTIUSE PATHWAY DETAILS

NOTE

* — CUT OR FILL TO 1:4 SLOPES IN YARD AREAS AND 1:3 SLOPES IN NON-YARD AREAS.
SLOPE EXISTING GRADE AS NECESSARY (PROTECT TREES, ETC.)

6" x 6" x 8'-0" TREATED LUMBER @ 16'-0" o.c., MIN. ONLY REQUIRED WHERE WALL IS FOUR (4) POSTS OR HIGHER.

COMPACTED SAND BACKFILL (TYP.)

6" x 6" x 48" LONG DEADMAN

7'-0"

PATHWAY

6" GRAVEL, CIP

TREATED LUMBER WALL (6" x 6" POSTS), DRILL 3/8" HOLE, DRIVE #4 REBAR THROUGH VERTICAL @ 42" o.c., STAGGER JOINTS. LUMBER SHALL BE NEW 6" x 6", SMOOTH SAWN

DETAIL TREATED LUMBER RETAINING WALL

NOTE

6" x 6" TREATED LUMBER, 0.4 RETENTION, EQUIVALENT TO WOOD FOUNDATION, SOUTHERN YELLOW OR RED PINE, SMOOTH SAWN
6" x 6" STD. WOLMANIZED FENCE POST SPACED AT 6'-0" o.c.

2" x 8" RAILS (PRESSURE TREATED), BOLT TO RAIL POSTS WITH 2 3/4" Ø A307 BOLTS, USE (4) BOLTS AT RAIL SPlice JOINTS, COUNTERSINK HEADS (NUTS TO BE OUTSIDE OF POSTS), USE (2) PLATE WASHERS & LOCK WASHERS AT EACH BOLT.

PATHWAY

6" GRAVEL, CIP

TREATED LUMBER FENCE
MODULAR CONCRETE BLOCK RETAINING WALL
HANDICAP CONCRETE CURB DETAIL

NOTE

THE PRICE PER LINEAL FOOT OF HANDICAP CURB SHALL INCLUDE FULL DEPTH SAWCUT, REMOVAL AND PLACING A HANDICAP CURB SECTION.
**LOG OF SB-1**

**DESCRIPTION:** Proposed Boardwalk  

**LOCATION:** Pottawatomie Park - Grand Haven Township  

**WATER ENCOUNTERED AT:** 2'  

**WATER AFTER COMPLETION:**  

**PROJECT NO.:** 2200479  

**INSPECTOR:** J. Cruickshank  

**START DATE:** 8/20/2020  

**CHECKED BY:**  

**DRILLING CONTRACTOR:** Soils & Structures  

**DRILLER:** Brad & Chris  

**SURFACE ELEVATION:**  

**TOTAL DEPTH:** 30'  

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**NOTES:** *Pocket Penetrometer Value*
I. GENERAL

A. SPECIFICATIONS

1. Work under this Contract shall be completed in accordance with the General and Supplementary Conditions, the Project Specifications, the following Prein&Newhof Standard Specifications contained herein:

a) Section 2: Specifications for Excavating, Trenching & Backfilling for Utilities
b) Section 3: Specifications for Surface Restoration
c) Section 5: Specifications for Storm Sewer

2. Where a standard construction method or contract procedure is not specifically covered by the Contract Documents or shown on the drawings, the 2012 edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction shall apply.

3. Except as written in these specifications, the order of precedence for resolving conflict, error, ambiguity, or discrepancy shall be as follows:

a) Contract Documents, including these Project Specifications.
b) Prein&Newhof Standard Specifications as listed in the Table of Contents of these Contract Documents.
c) 2012 MDOT Standard Specifications for Construction.

B. PROJECT MANAGEMENT

1. Scope of Work

a) Work to be constructed in this project generally includes furnishing and installing the following:

(1) Removal of an existing wood retaining wall, concrete sidewalk, wood boardwalk, and wood pilings. The removals are necessary for the installation of new 8’ concrete sidewalk, wood pilings, boardwalk, segmental retaining wall, boulder walls, natural shoreline, parking lot striping and signs, and restoration seeding and plantings. Including all necessary appurtenances and restoration
b) All labor, materials, equipment, transportation, and activity or costs necessary for completion of this work shall be included in this contract unless specifically stated otherwise.

2. Schedule

a) Contractor shall be responsible for coordination of all work activities. Contractor shall provide a detailed construction schedule to the Owner and Engineer and receive acceptance in writing prior to commencing construction.

b) **Contractor shall begin construction following issuance of permits for the project. It is anticipated that the EGLE/USACE Joint Permit, will be obtained by March 1, 2021.**

c) The Contractor shall provide the Owner and the Engineer a detailed schedule to complete the project. Contractor shall have until September 14, 2021 to complete the project.

3. Traffic Control and Maintenance

a) **Maintaining**

   (1) Contractor shall provide access for all properties in the immediate construction area. Emergency vehicle access shall be maintained at all times. A full shutdown of the park is not anticipated as part of the project. The Contractor shall coordinate any waterfront closures with the owner.

   (2) Contractor shall provide the Township 48-hour notice prior to closing portions of the park. The contractor shall be responsible protecting the area of construction to ensure public safety through the use of construction fencing.

4. Construction Staking

a) Contractor shall provide all construction staking for the work. Electronic .dwg files will be provided to the Contractor upon request

b) The Contractor shall exercise proper care in the preservation of all stakes set for their use or the use of the Engineer and if such stakes are damaged, lost or removed by the Contractor's operation, the cost of resetting may be charged to the Contractor.

c) Any irregularity in grade and/or line stakes discovered by the Contractor shall be reported to the Engineer for correction before proceeding with the work.


d) The Contractor shall provide additional methods, materials, or equipment as may be necessary to facilitate laying out, inspecting and constructing the work. The Contractor shall assume full responsibility for all detailed dimensions and elevations measured from the lines, grades and elevations established by the Engineer.

e) The construction stakes shall be left in place until each phase of the work has been completed and inspected. In the event of discrepancies in the location or grade of the work, the Contractor shall be responsible for making the necessary corrections unless grade stakes are left in place that shows evidence of an error in staking.

5. Material Testing

a) The Owner reserves the right to sample and test any of the materials requested for the proposed construction either before or after delivery to the project, and to reject material represented by any sample which fails to comply with the minimum requirements specified. Owner request additional testing shall be paid for by the owner.

b) The Contractor will be responsible to furnish materials necessary and pay for a third party testing company to test concrete, check subgrade density, and for piling installation according to these specifications.

6. Permits

a) The Contractor shall obtain an Ottawa County Soil Erosion & Sedimentation Control Permit for the work in and adjacent to the water’s edge.

b) The Owner has applied for and will obtain an Inland Lakes and Streams permit from EGLE and the USACE for the proposed work. The Contractor must comply with all requirements and conditions of these permits, a copy of which will be provided when received.

c) The Contractor shall obtain a building permit from Grand Haven Charter Township for construction of the boardwalk.

d) The Contractor shall complete all work according to the aforementioned permits and will be responsible for any fines that may be incurred due to failure to meet any of the conditions of the permits.

e) The Contractor shall obtain all other permits necessary for construction of this project. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections, or similar charges to construct this project as shown on the drawings. The cost of obtaining permits shall be considered part of the major items of construction. The Contractor shall comply with all permit conditions.
7. **Existing Utilities**

a) Various underground and overhead structure and utilities are shown on the Plans. The location and dimensions of such structures and utilities, where given, are believed to be reasonably correct, but do not purport to be absolutely so. These structures and utilities are plotted on the plans for the information of the Bidders, but information so given is not to be construed as a representation or assurance that such structures will be found or encountered as plotted, or that such information is complete or accurate. Bidders, therefore, shall satisfy themselves by such means as they may deem proper as to the location of all structures and utilities that may be encountered in the construction of the work. Specific utility locations and elevations, where shown on the Drawings shall be field verified by the Contractor prior to the start of construction.

b) The Contractor shall notify MISS DIG (1-800-482-7171) for utility locations a minimum of three (3) working days (excluding Saturday, Sunday, and holidays) prior to excavating. The Contractor shall be responsible for notifying utility owners who may not be part of the “MISS DIG” alert system.

c) Contractor shall cooperate with the utility companies in any repair, relocation or other work to be performed on the utility caused by the construction of the contract.

d) The Contractor shall refer to Section 5.05 of the Supplementary Conditions as to the responsibilities of the Contractor regarding underground facilities. No claim for additional compensation will be allowed based on the work of the utility companies to replace, relocate, or repair their utility in the project area whether noted on the drawings or in the specifications or if deemed necessary during construction.

e) All relocation or removing and replacing of utilities shall be done by the respective utility companies, unless otherwise specified. The Contractor shall coordinate the work operations with the utility companies.

8. **Community Relations and Protection of Adjacent Property**

a) The Contractor shall be entirely responsible for all damage to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephone and telegraph lines, railroad bridges and tracks, streets, pavements, sidewalks, curbs, fences, street and highway bridges and culverts, building foundations, retaining walls or other structures of any kind met with during the progress of the work, and shall be liable for damages to public or private property resulting therefrom.
b) The Contractor shall shore, brace, install sheeting, and/or then take all precautions necessary to protect damage to existing structures due to dewatering, excavation, backfilling or other construction at the site. The Contractor shall minimize the amount of excavation and site disturbance and shall save existing structures and landscaping where possible.

c) The cost of protection, replacement in their original positions and conditions or payment for damages thereto of pipelines and structures affected by the work and the removal, relocation and rebuilding of pipe lines and structures called for on the drawings or specified shall be deemed included in the major proposal items. No additional payment will be made for such work.

d) The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owner and utility owners thereof to that end.

9. Protection of Natural Resources

a) Soil Erosion and Sedimentation Control

(1) The Contractor shall take all necessary steps to prevent damage to fish and game habitat and to preserve the natural resources of the State. Construction shall be carried out so as to minimize discharge of damaging material into any stream, lake, or reservoir.

(2) The Contractor shall exercise caution in the discharge of waters from pumps, deepwells, or well point systems, in order that such discharges do not cause erosion, siltation, soil depositions, etc., in sewers, streams or other water courses or drainage structures.

(3) The Contractor shall not permit any sand or debris of any kind to enter the existing ditches, streams, storm sewers or culverts.

(4) The rules and regulations of all work shall comply with Part 31 (Water Resources Protection), Part 301 (Inland Lakes and Streams Act), Part 91 (Soil Erosion), and Part 303 (Wetland Protection) of P.A. No. 451 (Natural Resources and Environmental Protections Act of 1994).
(5) The Contractor shall have a certified storm water operator and shall be responsible for all reporting as is required by the regulatory agencies. The Contractor shall be responsible to complete the items as outlined in the permit conditions.

(6) The Contractor shall obtain the SESC permit.

(7) Contractor shall place silt sack bags in all catch basins directly affected by construction. In addition, all catch basins in the project area are to be cleaned out at the completion of the project. Mulch blanket will be required on all disturbed slopes that are 1 on 3 or steeper. Placement of extra mulch blanket for restoration shall be approved by Engineer prior to placement. Mulch blanket shall be NAG SC-150, unless otherwise specified.

(8) Contractor may install 12-inch sock in place of silt fence in areas of vegetation.

II. REMOVALS

A. GENERAL

All items called out to be removed on the plans shall be removed and disposed of by the Contractor unless indicated otherwise. Removals shall be in accordance with Section 2 Specifications for Excavating, Trenching and Backfilling for Utilities. All concrete shall be sawcut prior to removal perpendicular to the path of travel.

All existing irrigation piping and heads near the project site shall be identified prior to excavation. Any irrigation located south of the proposed sidewalk improvements shall be cut and capped on the backside of the proposed sidewalk.

B. CLEARING, BRUSHING AND TREE STUMP REMOVAL

1. Description

   a) All work, materials and construction methods shall be in accordance with section 2.02 of the Specifications for Excavating, Trenching, and Backfilling for Utilities. Trees marked “Remove” on the drawings will be removed by others prior to work under this Contract. Remaining tree stumps shall be removed in a manner that does not endanger the park property or persons, using the park. Contractor shall dispose of the materials in a proper manner. Burning or burying on site will not be permitted. Clearing, Brushing and Tree Removal shall be within the grading limits as indicated on the plans or as directed by the Engineer. All other trees are to be preserved unless written permission for removal is obtained from the Owner and the Engineer.
b) There are two large ash tree stumps called on the plans that shall remain as habitat and natural shoreline protection.

C. WOOD BOARDWALK REMOVAL

1. All existing boardwalk shall be removed in its entirety including support piles. No remnants of the existing boardwalk may remain following completion.

2. Care shall be taken while working in the water and wetland areas to limit disruption to the area surrounding the boardwalk. Clearing of trees or shrubs will not be permitted for boardwalk removal access.

D. WOOD PILING REMOVAL

Existing wood piles called out to be removed on the drawings shall be removed completely. Breaking off the piles at the lake bottom will not be acceptable.

III. SITE WORK

A. SITE GRADING

Grading and sub-base preparation including all labor and materials necessary for the cuts and fills to meet the proposed grade. Class II sand fill shall be included in this proposal item. Contractor shall perform their own calculations. Fill sand shall be compacted to 95% of its maximum unit weight to a minimum depth of 6 inches. Grading shall include shaping all side slopes to a maximum slope of 1 on 3 as necessary. This item includes furnishing suitable sand subbase material as needed and disposal of all excess removed or excavated material at the Contractor’s expense.

B. CONCRETE SIDEWALK

1. Concrete sidewalk shall be installed as shown on the plan. The sidewalk shall be 4” thick with a turned down edge as detailed on the plans. Steel reinforcement shall be required as shown on the plan. The sidewalk shall be poured on a minimum 6” sub-base comprised of clean sand compacted to 95% of maximum unit weight.

2. Concrete shall meet the requirements for Grade P1 Concrete or Grade S2 Concrete as specified in the MDOT 2012 Standard Specifications for Construction, Section 601, "Portland Cement Concrete Pavements." Concrete shall be six-sack limestone mix, shall be air-entrained, and shall have a compressive strength of not less than 3,500 pounds per square inch, within twenty-eight (28) days of installation. Other materials shall meet the requirements of the applicable portions of the MDOT 2012 Standard Specifications for Construction.
3. Full depth transverse expansion joints shall be constructed perpendicular to the surface of the sidewalk at intervals not to exceed thirty (30) feet and at interfaces with rigid structures. Expansion joint material shall be one-half (1/2) inch pre-molded expansion joints and shall be set ¼” below the surface of the sidewalk. Joints shall be sealed with a two component, cold poured, Sonolastic Paving Joint Sealant, No-Trax, Gardox, or Soomeric CTII.

4. Transverse plane of weakness joints shall be true to line and grade, and shall be placed at six (6) foot intervals and shall be formed with a grooving tool. Plane of weakness joints shall be constructed to a depth of at least one (1) inch and a width of 1/8 inch to ¼ inch. Sealing of joints will not be required.

5. The surface of the concrete shall be floated to a level uniform surface and left with a slightly rounded surface. The surface shall then be trowelled smooth before giving a light broom finish perpendicular to the direction of travel. Exposed corners shall have a ¾” x ¾” chamfer.

C. SMALL BLOCK RETAINING WALL

1. Description
   a) This work shall consist of furnishing and construction of Modular Concrete Block Retaining Wall System or equal in accordance with these specifications and with the lines, grades, design, and dimensions shown on the plans.
   b) Construction drawings and design calculations for the retaining wall system shall be prepared by a registered professional engineer and shall bear his signature and seal. The Contractor shall submit the construction drawings and design calculations to the engineer for approval prior to beginning construction.

2. Certification
   a) Contractor shall submit a Manufacturer's certification, prior to start of work, that the retaining wall system components meet the requirements of this specification.
   b) Contractor shall submit certification, prior to start of work, that the retaining wall system (modular concrete units and specific geogrid has been successfully utilized on a minimum of five (5) similar projects, i.e., height, soil fill types, erection tolerances.
   c) Contractor shall submit a test report documenting strength of specific modular concrete unit and geogrid reinforcement connection. The maximum design tensile load of the geogrid shall be equal to the laboratory tested ultimate strength of geogrid/facing unit connection at a maximum normal force limited by the "hinge Height" of the structure divided by a safety factor of 1.5. The connection strength
evaluation shall be performed in accordance with NCMA test method SRWU-1.

d) Contractor shall submit engineering plans prepared by a professional engineer and licensed in the state of Michigan experienced with Mechanically Stabilized Earth retaining wall systems. The engineering designs, techniques, and material evaluations shall be in accordance with NCMA Design Guidelines For Segmental Retaining Walls, 1993 or the AASHTO Standard Specifications for Highway Bridges, Section 5.8, 2002 Edition, whichever is applicable.

3. Materials

a) Modular Concrete Block Retaining Wall Units

The block shall be Anchor Diamond Pro® Sheffield Blend or approved equal. All voids shall be filled with Class II granular material compacted to 95%. Installation and accessory materials shall be per the manufacturer’s recommendations.

b) Base Leveling Pad Material

Material shall consist of a compacted crushed stone base or non-reinforced concrete as shown on the construction drawings. The leveling pad shall be a minimum of 6” thick. As an option, concrete may be 3 inches thick with a compacted granular base for a total thickness of 6 inches.

c) Geogrid

(1) Ta, Allowable Tensile Design Load, shall be determined as follows:

\[ Ta = \frac{T_{cr}}{(FD*FC*FS)} \]

where

- Ta, shall be evaluated based on a 75 year design life.

(2) Tcr, Creep Limited Tensile Load

Tcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262.

(3) FD, Factor for Durability/Aging

FD shall be determined from polymer specific durability testing covering the range of expected soil environments.

(4) FC, Factor for Construction Damage

FC shall be determined from product specific construction damage testing performed in accordance with GRI-GG4. Test results shall be provided for each product to be used with project specific or more severe soil type.
(5) **FS, Overall Factor of Safety**
FS shall be 1.5 unless otherwise noted.

(6) **The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection as limited by the "Hinge Height" divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with NCMA test methods.**

(7) **Soil Interaction Coefficient, Ci**
Ci values shall be determined per GRI:GG5 at a maximum 0.75 inch displacement.

d) **Manufacturing Quality Control**

The geogrid manufacturer shall have a manufacturing quality control program that includes QC testing for each 40,000 SF of production, each lot, or each production day. The QC testing shall include:

1. Tensile Modulus
2. Specific Gravity
3. Melt Flow Index (PP&HDPE)
4. Molecular Weight (PETP)

e) **Drain Pipe**

1. Corrugated plastic pipe indicated at the base of the wall shall be 6" diameter polyethylene underdrain with continuous nylon fabric wrap.

2. Drain pipe shall be installed continuously along the base of the proposed wall, graded at a minimum 0.5% from center to each end. Outlets and endings shall be placed perpendicular to the proposed wall with 24" minimum cover and extend to 6" beyond the lower gabion or graded slope.

3. Daylighted ends of drain pipe shall be covered with a screen.

4. **Construction Method**

a) **Excavation**

Contractor shall excavate to the lines and grades shown on the construction drawings. Engineer will inspect the excavation and approve prior to placement of leveling material or fill soils.

b) **Base Leveling Pad**
(1) Leveling pad material(s) shall be placed to the lines and grades shown on the construction drawings, to a minimum thickness of 6 inches.

(2) Soil leveling pad materials shall be compacted to a minimum of 95% standard or 90% modified Proctor.

(3) Leveling pad shall be prepared to insure full contact to the base surface of the concrete units.

c) Unit Installation

(1) First course of units shall be placed on the leveling pad, and alignment and level checked. Pins or molded surfaces of modular concrete units shall be used for alignment control.

(2) Position vertically adjacent modular concrete units as recommended by the Manufacturer.

(3) Maximum stacked vertical height of wall units, prior to wall drain fill and backfill placement and compaction, shall not exceed two courses.

(4) Whole, or cut, units on curves and corners shall be erected with running bond approximately centered on units above and below.

(5) Cap units shall be glued to underlaying units with an adhesive recommended by the manufacturer.

d) Structural Geogrid Installation

(1) Geogrid shall be oriented with the highest strength axis perpendicular to the wall alignment.

(2) Geogrid reinforcement shall be placed at the elevations and to the extent specified by the manufacturer's engineer or as directed by the construction engineer.

(3) The geogrid shall be laid horizontally on compacted backfill. Place the next course of modular concrete units over geogrid. The geogrid shall be pulled taut, and anchored prior to backfill placement on the geogrid.

(4) Geogrid reinforcements shall be continuous throughout their embedment lengths. Spliced connections between shorter pieces of geogrid are not allowed unless preapproved by the Engineer prior to construction.

e) Reinforced Backfill Placement
(1)  Reinforced backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geogrid.

(2)  Reinforced backfill shall be placed and compacted in lifts not to exceed 8 inches where hand compaction is used, or 12 inches where heavy compaction equipment is used.

(3)  Reinforced backfill shall be compacted to 95% of the maximum density as determined by ASTM D695. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be within 2 percentage points dry of optimum.

(4)  Only lightweight hand-operated equipment shall be allowed within 3 feet from the tail of the modular concrete unit.

D.  Pavement Markings and Signage

1.  Pavement markings shall be as shown on the drawings. Lines shall be 4-inch wide parking stall stripes and ADA access aisle stripes as shown on the drawings. Pavement markings shall be white. Paint shall be waterborne marking materials in accordance with MDOT Sections 811 and 920.

2.  Traffic Control Signs shall be installed at locations shown on the drawings. Signs shall be constructed of 0.080 gauge aluminum with reflective sheeting on one side. Signs shall be mounted as shown in the drawings.

E.  Site Restoration

1.  Existing lawn areas disturbed along the construction shall be restored in accordance with “Specifications for Surface Restoration”. All grass areas shall be restored with a minimum of four inches of topsoil (salvaged from grading operations or supplied by the Contractor). The topsoil shall be free of hard clods, stones, and other undesirable materials. The topsoil shall be raked or screened as necessary, to remove any deleterious materials. The acidity range of the topsoil shall be between ph 5.0 and ph 8.0.

2.  Fertilizer and MDOT Class A (Type A) seed shall be placed over topsoil which has been prepared and leveled to receive the seed, and wood fiber mulch. Restoration shall be completed by the hydro method. The finished surface shall be smooth and uniform and shall match the existing lawn surface as closely as possible.

3.  The Contractor shall over seed and/or repair and replace the restoration as often as necessary to produce a close stand of grass, at no additional cost to the Owner.
4. All damage to existing irrigation systems shall be repaired at the contractor’s expense prior to seeding. There is an existing irrigation system in the landscape area behind the proposed modular block retaining wall. This system must be protected and restored by the Contractor.

F. Natural Shoreline Restoration

1. The natural shoreline restoration work includes the prep and installation of boulders in the water, a coir log staked at the water’s edge 6” below the OHWM, with 8’ of native plug plantings planted in and behind the coir log in an 8’ coconut fiber mat staked with hardwood stakes. The area between the new sidewalk and the plug planting area shall be broadcast seeded and raked in with a native seed mix. All work shall be done with small equipment and hand tools to minimize shoreline impacts.

2. The upland native seed mix shall be Cardno JFnew “low profile prairie seed mix”. This seed shall be planted at the application rates given by the seed producer. To aid in establishment, combine the seed mix with filler materials, such as sawdust, peat moss, or vermiculite. The native seed mix areas shall also be protected with a straw mulch blanket to aid in holding moisture and preventing erosion and seed washout. Submit shop drawing.

3. The coconut fiber mat shall be 100% biodegradable with a weave that is wide enough to accommodate plug planting. Submit shop drawing.

4. Plug planting shall be purchased from “Wildtype” native plant nursery located in Mason, Mi. Contact Landscape Architect at Prein & Newhof 48 hrs in advance of plug planting to assist with layout of the plug plantings. Submit shop drawing showing plant list.

5. All seeded and plug planted areas shall also receive 4” of topsoil as described above under section titled “site restoration”.

6. Warranty/Quality Assurance – The contractor shall provide a 1-year warranty on all plug plantings and seeding. Watering by contractor may be necessary during establishment. Plantings and native seed establishment will be reviewed 10 months after planting date. Contractor shall be responsible to replace dead plants and to over-seed with native seed mix areas of poor establishment.

IV. TREATED LUMBER BOARDWALK

A. Description

This work shall consist of furnishing and installing wooden elevated boardwalk with railing as detailed on the drawings and as indicated below. Access for installation of piles shall be from the water utilizing barges. No clearing of the shoreline will be permitted to complete the proposed work.
B. **Construction Methods**

Installation shall be in accordance with Section 709 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

C. **Materials**

1. Materials shall be in accordance with Section 912 of the 2012 MDOT Standard Specifications for Construction except that all wood posts, decking and railing members, and joists and support members as indicated on the drawings shall be SPIB S4S No. 2 KD Southern Pine. Dimensional lumber shall be treated per American Wood Preservers Association (AWPA) Standard U1. Treat wood with water-borne preservatives; do not use chemicals containing chromium or arsenic. All wood members including decking, shall be treated to Use Category 4B (UC4B). All timber and lumber herein specified shall be kiln dried prior to pressure treatment so that the moisture content shall not exceed 15% unless otherwise specified.

2. Bolts shall be ASTM A307 or equal. Bolts, nuts and washers to be hot dipped galvanized. All bolts to be scored at two locations on ends of threads after nuts are installed to prevent easy removal. Also, all nails shall be Ardox hot dipped galvanized or approved equal.

D. **Timber Boardwalk Alternate 1**

The Contractor shall include in the base bid price the cost to construct the full boardwalk as indicated in the drawings. An alternate deduct must be provided which eliminates the middle portion of the boardwalk. The delineation is as shown on the plans. The deduct price must account for additional railing that would be required to fill the gap in the railing where the boardwalk would have extended at each terminus point. If the deduct is accepted the framing and piles at the terminus points shall be installed per the drawing in order to allow for future extension of the boardwalk.

E. **Timber Boardwalk Alternate 2 – Alternate Decking**

1. Description

The Contractor shall include in the base bid price timber decking as specified. A price shall be provided as an add/deduct for providing composite decking instead of timber decking.

2. Composite Decking:
   a) TimberTech- Azek, Docksider
   b) Or Equal

3. Composite Decking:
Material Description: Composite plank consisting of high density polyethylene (HDPE) and wood fibers, extruded into sizes and shapes indicated with the following physical properties:

a) Decking Boards: 1-1/4 inch x 5-1/2 -inches wide.
b) Color: Provide manufacturer’s color selection charts for Owner’s choice of color.
c) Specific Gravity: 1.2 g/cu. cm. when tested in accordance with ASTM D-792.
d) Flexural Properties when tested in accordance with ASTM D-6109: Solid Profiles
   - Modulus of Elasticity (MOE): 542,200 psi.- Ultimate
   - Modulus of Rupture (MOR): 3157 psi. - Ultimate
e) Hardness when tested in accordance with ASTM D-143: 225 lb (101.25 kg).
f) Water Absorption when tested in accordance with ASTM D-1037, %vol. <1.35%, %mass <1.29%.
g) Flame Spread Index when tested in accordance with ASTM E-84: 70
h) Direct Screw Withdrawal Force when tested in accordance with ASTM D-1761: 787 lbs/in.
i) Slip resistance when tested in accordance with ASTM F-1679:
   - Vertigrain Dry: 0.63 Wet: 0.55
   - Brushed Dry: 0.77 Wet: 0.56
   - Woodgrain Dry: 0.54 Wet: 0.43
j) Smoke Development when tested in accordance with ASTM E-84, 200.
k) Flash Ignition Temperature when tested in accordance with ASTM D-1929, 651 degrees F.
l) Spontaneous Ignition Temperature when tested in accordance with ASTM D-1929, 788 degrees F.
m) Coefficient of Linear Thermal Expansion when tested in accordance with ASTM D-696: length 2.0x10^-5 in/in/°F, width 3.4x10^-5 in/in/°F.
n) Fungus Resistance (Brown/White Rot Fungus) when tested in accordance with ASTM D-1413: No decay.

4. **Accessories**
   Screws: No. 8, 3 inch stainless steel or high quality coated composite deck screws.

5. **Installation, General:**
   a) Install according to manufactures instructions.
b) Cut, drill, and rout using carbide tipped blades.
c) Pre-drill holes located closer than 1 1/2 inches from ends of plank.
d) Cut ends square.
e) Do not use composite wood material for structural applications.
V. FLOATING DOCK/KAYAK LAUNCH

A. General

1. The contractor shall be responsible to design, fabricate, install, and furnish all plant, labor, equipment, supplies and materials and perform all operations required for installation of a complete floating dock as shown on the drawings.

2. The floating dock supplier and manufacturer must have a minimum of five (5) years of proven experience in floating pier system fabrication and installation.

3. The floating dock, anchorages and connections shall be designed in accordance with ASCE Report No. 50 “Small Craft Harbors” dated 2000 or current edition, the revised edition “Planning and Design Guidelines for Small Craft Harbors”, and Michigan Department of Natural Resources standards.

4. The floating dock system shall include a 30 ft. long aluminum gangway including landside support system, a floating dock to receive the gangway and support the kayak launch as dimensioned on the drawings, a transition plate to the Township supplied floating fishing pier, and an ADA compliant kayak launch.

5. The floating dock, kayak launch and gangway shall be provided by a single manufacturer.

B. Submittals

1. The contractor is to submit three (3) complete sets of detailed shop drawings of the complete dock system, kayak launch and gangway to the Engineer for approval prior to fabrication of the required floating dock system and kayak launch.

C. Loading

1. Vertical Live Load

A uniform live load of not less than 30 pounds per square foot on bridges and on the deck and structural frame of the floating dock shall be used. Minimum live load for flotation shall be 30 pounds per square foot. The dock must be designed to withstand a 400 pound concentrated live load 1’ from the end of the dock without a loss in freeboard of more than 4” at the time of acceptance, nor more than 6” at the end of 5 years. With a 200 pound load on one corner of a dock there shall be no more than a 2” difference in freeboard across the end of the dock for each 3 feet of width at the time of acceptance, nor more than 3” at the end of five years.
2. **Dead Load Freeboard**

Dock manufacturer shall provide a dock with dead load freeboards of approximately 15”. However, actual dead load freeboard shall not vary appreciably from the freeboard above with the dock presenting a reasonably level, flat, even surface to the eye under dead load conditions. Freeboard loss shall not be more than 2.5” at the end of 5 years.

3. **Combined Vertical Dead Load and Live Load**

The combined dead load plus required 30 psf live load shall never be calculated as being less than 50 psf.

4. **Curbing**

Curbing shall be installed by the manufacture on all sides not abutting a dock, gangway, transition plate or kayak launch.

5. **Aluminum Gangway**

The aluminum gangway with railings shall be constructed and installed to meet all current standards and codes. The gangway shall be eight (8) foot wide and 30 ft. long. Connection to the shore side shall be by a self supporting adjustable support system provided by the manufacturer. Connection to the floating dock section shall be roller connection with a transition plate. The transitions at the abutment to the ramp and the ramp to the dock section shall meet all current ADA requirements.

6. **Anchorage System**

The floating dock shall be secured with timber piling installed by the Contractor at the locations shown on the drawings. The floating dock shall be supplied with adjustable piling brackets sized to receive the proposed piling. Brackets shall be designed with rollers. The anchorage system shall secure the floating dock under the most severe loading conditions.

7. **Transfer Plate**

The floating dock shall be provided with a 5 ft. by 5 ft. galvanized steel transfer plate to allow for travel from the floating dock to an existing floating dock that will extend water ward from the proposed dock. The transfer plate shall connect to the proposed floating dock with a hinge connection.

D. **KAYAK LAUNCH**

1. The Contractor shall install a single kayak launch system to the floating dock section per the manufacturer’s recommendations and as shown on the drawings. The kayak launch shall provide for dry and stable boarding of a kayak/canoe. Launching shall be performed with human force assisted with
rollers. Assistance with electrical or hydraulic means will not be allowed. The kayak launch shall be installed with an ADA compliant transfer station and support grab rail. The kayak launch shall be installed to launch users away from the shoreline.

2. The kayak launch, transfer station and floating dock section shall all be manufactured by the same manufacturer and shall be compatible with each other. Provide shop drawings.

E. EXISTING FLOATING DOCK

The Township maintains an existing floating dock at the site. Following installation of the kayak launch and gangway the Contractor must install the Township’s existing dock as shown on the drawings. Permanent piling must be installed to align the dock.

Contractor must coordinate with the Township for proper installation and access to the existing dock.