

PROJECT MANUAL

The logo of the City of Novi is a watermark in the background. It features a square frame containing the words "CITY OF" at the top and "NOVI" at the bottom. In the center is a stylized wheel with spokes and a vertical element resembling a salt dome or a well.

Salt Dome Reconstruction

September 23, 2024

AECOM Project Number 60728767

cityofnovi.org

Project Owner:

City of Novi - Engineering Division
26300 Lee Begole Drive
Novi, Michigan 48375
(248) 347-0454
Fax (248) 735-5683

Design Engineer:

AECOM
39575 Lewis Drive, Suite 400
Novi, MI 48377
(248) 204-5900
Fax (248) 204-5901

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The Contract Documents consists of three parts as follows:

- PART I BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONTRACT CONDITIONS
- PART II SPECIFICATIONS
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PART III
DRAWINGS

All drawings under this Contract have the following general caption:

CITY OF NOVI
Salt Dome Reconstruction

Specific numbers and titles are as follows:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Cover Sheet
2	Typical Cross Sections & Miscellaneous Details
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16-17	City of Novi Paving Standard Details



CITY OF NOVI

**Advertisement for Bids
Salt Dome Reconstruction
CITY OF NOVI, MICHIGAN**

The City of Novi, the OWNER, will receive sealed Bids for the Salt Dome Reconstruction Project at the City Offices, City of Novi, Attn: Finance Department 45175 Ten Mile Road, Novi, Michigan 48375, until **October 17th at 11:00 a.m.** local time. No Bids will be received after that time. Bids will be publicly opened and read at that time and place.

This project consists of the removal of the existing salt dome and Novi’s Department of Public Works facility and the replacement with a new dome. The work will also include the construction and placement of a conveyor system, concrete cast-in-place material storage bays and associated site work.

The quantities of the major items of work are:

QUANTITY	UNIT	ITEM OF WORK
1	LSUM	Mobilization (10% Max.)
1	LSUM	Pre-Construction Audio Visual
388	Syd	Pavt, Rem, Modified
341	Syd	HMA Surface, Rem, Modified
1	LSUM	Salt Dome, Rem
1	LSUM	Salt Dome, 82’ Diameter w/ 10’ Wall
1	LSUM	Conveyor System Furnish and Install
2025	Ft	DB Cable, in Conduit, 600V, 1/C#3
152	Cyd	Conc, Grade 3500
14,718	Lb	Reinforcement Steel, Epoxy Coated
1	LSUM	Maintaining Traffic
1	LSUM	Surface Restoration

The project will be financed with local funds.

Bidding Documents may be examined at the following locations beginning at noon on September 26, 2024 at:

- MITN Website www.mitn.info
- Construction Association of Michigan (buildwithcam.com)
- Builders Exchange of Michigan (home.grbx.com)
- Construct Connect (constructconnect.com)

Bidding Documents were prepared by AECOM. Bidders should direct correspondence to that office. Inquiries should be made to Mark Koskinen, PE of AECOM at (248) 794-3905 or email to mark.koskinen@aecom.com.

Bid Security in the amount, form, and subject to the conditions provided in the Instructions to Bidders must be submitted with each Bid.

Bids may not be withdrawn for a period of 120 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the OWNER and any Bidder or Bidders.

The City reserves the right to accept any or all alternative Bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all Bids; and in general to make the award of the Contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

City of Novi,
Tracey Marzonie, Accountant, Purchasing & Payroll



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INSTRUCTIONS TO BIDDERS

DEFINED TERMS

Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions.

COPIES OF BIDDING DOCUMENTS

Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the ENGINEER. Complete sets of Bidding Documents must be used in preparing Bids; neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents. OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

QUALIFICATIONS OF BIDDER

To demonstrate Bidder's qualifications to perform the Work, the OWNER requires the Bidder to furnish all of the applicable information on the enclosed Bidder's Qualification and Experience Statement. The aforementioned statement must be submitted with the sealed Bid at the time of the Bid Opening.

ADVERTISEMENT

The published Advertisement for Bids for the proposed work contains information necessary to Bidders. A copy of the Advertisement for Bids is attached hereto and is to be considered a part of the Instructions to Bidders as fully as if repeated herein.

EXAMINATION OF THE CONTRACT DOCUMENTS

Before submitting a Bid, each Bidder should:

- a. Examine the Contract Documents (including any Addenda and the other related data identified in the Bidding Documents) thoroughly;
- b. Visit the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and
- d. Carefully correlate his observations with the requirements of the Contract Documents.

Where information concerning existing conditions, including subsurface conditions, is provided in the Contract Documents, such information is provided for the convenience of the Bidder and not as a guarantee of conditions. The Bidder shall be satisfied as to the sufficiency and representativity of such data, and shall make all investigations necessary so that the Bid shall be based upon knowledge and estimation of conditions to be met. The Bidder shall make all the investigations necessary to become adequately informed regarding the availability of all facilities which will be required to perform the work.

Submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with all the requirements of this Section.



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PRE-BID CONFERENCE

A pre-bid conference will not be held for the project.

INTERPRETATION OF CONTRACT DOCUMENTS

All questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER in writing at the address listed on the cover of this document or via email to: mark.koskinen@acem.com. Replies will be issued by Addenda and mailed or delivered to all parties recorded by the ENGINEER as having received the Bidding Documents. Questions received less than seven (7) days prior to the date of opening of Bids will not be answered. Only those questions that are answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDA

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed by OWNER or ENGINEER. Any addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Bid and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Bid.

BID SECURITY

A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified and copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 120 days after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

CONTRACT TIME

The number of days allowed for the Completion of Work (the Contract Time) is set forth in the Bid and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

SUBSTITUTE AND "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or equal" items. Whenever materials or equipment are specified or described in the Bidding Documents by using the name of one or more Suppliers, the Bid shall be based on providing the materials or equipment of one of the Suppliers named. Whenever it is specified or described in the Bidding Documents that a substitute or an "or equal" item of



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material may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

SUBCONTRACTOR, SUPPLIERS AND OTHERS

The Bidder to whom an Award is made will not be entitled to additional compensation or extension of Contract Time by reason of failure to fully understand all Subcontractor or Supplier quotations.

The Bidder is responsible for all coordination between Subcontractors and Suppliers during bidding and construction so that work is completed for the Contract Price and within the Contract Time.

PREPARATION OF BID

The Bid form is included with the Bidding Documents. Bidders MUST obtain copies of the bidding documents from the Engineer at the address listed in the Advertisement for Bids. All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each unit price item listed therein, or the words “no Bid”, “No Change”, or “Not Applicable” entered. In case of discrepancy between the Total Amount Bid and the summation of the products of item quantity and unit price, unit prices shall govern.

Alterations to prices or amounts already entered on the Bid form may be made only by crossing out the price or amount in ink and entering the new price or amount above or below the voided price or amount in ink, with the change initialed and dated by the Bidder in ink.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

Alternate Bids will not be considered unless expressly requested by the OWNER or ENGINEER. Oral Bids will not be considered. A conditional Bid or conditions attached to Bids shall have no force or effect.

A copy of the Bid form is to be completed and submitted with the Bid security and the Qualifications and Experience Statement.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope, plainly marked with the Project title and name and address of the Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED.”

Bid forms with facsimile or other electronically transmitted signatures will not be considered.

REQUIREMENTS FOR SIGNING BIDS

A Bid that has not been signed by the individual authorized to do so shall have attached thereto a Power of Attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids that are signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, executed by the partners.



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Bids that are signed for a corporation shall have the correct corporate name thereof and the signatures of the president or other authorized officers of the corporation manually written below the corporate name following the word "By." If such a Bid is manually signed by an officer other than the president of the corporation, a certified resolution of the Board of Directors evidencing the authority of such official to sign the Bid shall be attached to it. Such a Bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

MODIFICATION OR WITHDRAWAL OF BIDS

Any Bidder may withdraw its Bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrated to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. No withdrawal of a Bid shall be permitted on account of mistake or any other reason after the expiration of this 24 hour period.

OPENING OF BIDS

Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Bids and alternates, if any, will be made available to Bidders after the opening of Bids.

AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid or alternate and award the Contract to other than the lowest bidder; to waive any irregularities or informalities, or both; to reject any or all Bids; and in general to make the award of the Contract in any manner deemed by the OWNER, in its sole discretion, to be in the best interests of the OWNER.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that Bidder has an interest.

Opening and reading the Bids shall not constitute the acceptance of a Bidder as qualified. The right is reserved by the OWNER to determine a Bidder's qualifications, either from the OWNER'S knowledge or from other sources.

Should the OWNER be unable to award the Contract within 90 calendar days following the opening of Bids, the OWNER reserves the right to award the Contract at a later date to the lowest qualified Bidder at its Bid price, providing said Bidder is willing to accept such award.

Award of the Contract may be contingent upon receipt of easement, permits from involved outside regulatory agencies, and commitment of funding to the Project by the OWNER. The OWNER reserves the right to delay issuance of a Notice to Proceed or terminate the Contract pending acquisition of such easements and permits. The CONTRACTOR shall not be entitled to compensation or damages in the event of such termination.



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The OWNER further reserves the right to require the CONTRACTOR to schedule work in such a manner as to remain outside of those areas for which easements have not been obtained until such time as easements are obtained. The OWNER further reserves the right to add or delete items of work or entire sections of work for any reason whatsoever, including but not limited to, budgetary constraints or the inability to obtain necessary construction easements.

INSURANCE

The successful Bidder will be required to carry insurance in the amounts and kinds specified in the General Conditions, as may be modified by the Supplementary Conditions. Such insurance must be issued by companies and in a form satisfactory to the OWNER. Certificates of such insurance must be attached to each copy of the executed Contract Documents. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the OWNER and ENGINEER, as evidenced by return receipt or registered or certified mail.

BONDS

The successful Bidder will be required to furnish for each set of executed Contract Documents and conformed copies thereof, original conformed performance bond, payment bond and maintenance and guarantee bonds on the forms attached hereto a surety acceptable to the OWNER and meeting the requirements specified in the General Conditions, as may be modified by the Supplementary Conditions.

EXECUTION OF THE AGREEMENT

When the OWNER issues a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement bound into the Project Manual with the other Contract Documents. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the OWNER. Within ten (10) days thereafter, OWNER will deliver one fully signed counterpart to the Successful Bidder.

In case of failure to comply with this requirement, the Successful Bidder shall be considered to have abandoned all rights and interest in the Award and its Bond Security may be declared forfeited to the OWNER and the Contract may be awarded to another Bidder.



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BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below, which must be submitted with the sealed Bid at the time of Bid Opening. The Qualifications and Experience Statement must be typewritten and signed in ink.

A fill-in-the blank version of this form is available for your convenience on the City of Novi's website (www.cityofnovi.org) under Forms & Permits/Engineering.

QUALIFICATIONS AND EXPERIENCE STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Address: _____

Submitted by: _____

Name: _____

Address: _____

City, State, ZIP _____

Telephone Number: _____ Fax Number: _____

Principal Office: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: _____

Type of Work (file separate form for each classification of work):

General: _____ Roadway Rehabilitation: _____

Underground Construction: _____

Other: _____ (Please Specify)



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Organization

How many years has your organization been in business as a CONTRACTOR?

How many years has your organization been in business under its present business name?

Under what other business names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Names of General Partners: _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above, describe it and name the principals:



Licensing

List jurisdictional and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization’s partnership or trade name is filed:

Experience

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list major construction projects your organization has in progress. List the name of project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years. List the name of the project, owner, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization who would be employed in the Work.

Claims and Suits

If the answer to any of the questions below is yes, please attach details.

Has your organizations ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____



Has the City of Novi filed a claim on any contract within the prior three years which asserted that your organization:

1) failed to perform as required by the contract?

_____ YES _____NO

2) completed contracted work in an untimely manner causing delays and interference;

_____ YES _____NO

3) lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;

_____ YES _____NO

4) exhibited poor quality of performance or completed work under the contract;

_____ YES _____NO

5) failed to comply with laws and ordinances relating to the contract performance;

_____ YES _____NO

6) defaulted on its quotations or prices;

_____ YES _____NO

References

Entity	Contact Name	Phone
<i>Trade References</i>		
1.		
2.		
3.		
<i>Bank References</i>		
1.		
2.		
3.		
<i>Surety</i>		



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Name of Bonding Company: _____

Name of Bonding Agent: _____

Address of Bonding Agent: _____

SUBMITTED on _____
Date*

*Typed or printed in ink.

BY: _____
Name of Bidder*

Signature

Name and Title of Signatory*

_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.



CITY OF NOVI

BID
For
Salt Dome Reconstruction

Bid of _____ hereinafter called Bidder,
 organized and existing under the laws of or a resident of the State of Michigan, doing business as
 _____*.

*Insert as applicable: “a corporation”, “a partnership” or “an individual”.

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the sites of the work and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Bid					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization (10% Max.)	LSUM	1	\$	\$
2	Pre-Construction Audio Visual	LSUM	1	\$	\$
3	Erosion Control, Silt Fence	Ft	200	\$	\$
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$	\$
5	Pavt, Rem, Modified	Syd	388	\$	\$
6	HMA Surface, Rem, Modified	Syd	341	\$	\$



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Bid					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7	Curb and Gutter, Rem, Modified	Ft	89	\$	\$
8	Conc Pavt with Integral Curb, Nonreinf, 12 inch	Syd	731	\$	\$
9	Aggregate Base, 21AA Limestone, 8 inch	Syd	738	\$	\$
10	Concrete Spillway	Ft	10	\$	\$
11	Riprap, Plain	Syd	8	\$	\$
12	Pipe Bollard	Ea	2	\$	\$
13	Salt Dome, Rem	LSUM	1	\$	\$
14	Salt Dome, 82' Diameter w/ 10' Wall	LSUM	1	\$	\$
15	Conveyor System Furnish and Install	LSUM	1	\$	\$
16	Conduit, Schedule 80 PVC, 2 inch	Ft	300	\$	\$
17	Conduit, RGS, 1-1/4 inch	Ft	100	\$	\$
18	DB Cable, in Conduit, 600V, 1/C#3	Ft	2,025	\$	\$
19	Cable, Equipment Grounding Wire, 1/C#8	Ft	675	\$	\$
20	Combination Starter/Non-Fusible Disconnect Switch	Ea	1	\$	\$
21	Fusible Disconnect Switch	Ea	1	\$	\$
22	Conc, Grade 3500	Cyd	152	\$	\$
23	Reinforcement, Steel, Epoxy Coated	Lb	14,718	\$	\$
24	Excavation, Fdn	Cyd	950	\$	\$
25	Backfill, Structure, CIP	Cyd	378	\$	\$
26	Embankment Structure, CIP	Cyd	475	\$	\$
27	Maintaining Traffic	LSUM	1	\$	\$
28	Surface Restoration	LSUM	1	\$	\$
TOTAL BID PRICE:				\$	

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

The project must meet an interim substantial completion date of June 30, 2025, and a second substantial completion date of July 31, 2025. Final completion must be by August 15, 2025.



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The interim substantial completion shall include all site work and the construction of the salt dome. The Second substantial completion includes the construction of the conveyor system and connection of all electrical elements. Final completion is final surface restoration of topsoil, grass seed, and mulch.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of any of the completion times listed above, the OWNER will suffer a damage of Eight Hundred Dollars (\$800.00) per calendar day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on _____
Date*

Street*

City, State, ZIP*

Telephone Number*

Facsimile Number*

BY: _____
Name of Bidder*

Signature

Name and Title of Signatory*

*Typed or printed in ink.



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PROGRESS CLAUSE

Submit a complete, detailed and signed, Progress Schedule, to the Engineer within 7 calendar days of the Notice of Award of contract. The Engineer for this project is as follows:

Mark Koskinen
AECOM Great Lakes
39575 Lewis Drive, Suite 400
Nov, MI 48377
Mark.koskinen@aecom.com

The progress schedule submittal must include, as a minimum, the controlling work items for the completion of the project and the planned dates that the work items will be the controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract must be included in the project schedule.

Prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting.

After receiving Notice of Award start work on the date approved by the Engineer, which date must be no later than 10 days, after receipt of formal notice of award by the contractor.

The project must meet an interim substantial completion date of June 30, 2025, and a second substantial completion date of July 31, 2025. Final completion must be by August 15, 2025.

Utility relocations will be concurrent with project construction. The contractor shall coordinate with affected utilities in regards to relocation. No additional compensation will be granted to the Contractor for having to adjust their work schedule around utility relocation schedules.

Failure by the Contractor to meet the interim or final completion dates specified above will result in the contractor being assessed liquidated damages in the amount **\$800.00 per calendar day**. Liquidated damages will be assessed separately, simultaneously and concurrently for the failure to meet interim and/or final completion dates. Liquidated damages will continue to be assessed for each calendar day that the work associated with interim or final completion date remains incomplete, even if these days extend into or beyond the normal season suspension period as specified in the 2020 MDOT Standard Specification for Construction, unless approved otherwise by the Engineer.

No adjustment of the start contract date will be allowed for delays in execution of the contract caused by the Contractor. Examples of such Contractor caused delays would be but are not limited to: a) Failure to provide proper insurance; b) Failure to provide bond, etc.



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No extension of time will be granted for delays in delivery of critical materials, unless the delay can be shown to be industry-wide and the delay affects the controlling operation or critical item of work.

The Contractor shall coordinate work with other contracts and contractors working in the vicinity. The Contractor may have to arrange work operations to coordinate with other contracts and contractors working in the vicinity. The Contractor shall not inhibit the operations of any other Contractor working in the vicinity.

Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent the Contractor from being eligible to bid on future projects until a satisfactory rate of progress is again established.

If there are damages to completed work caused by the Contractor or Subcontractors, all cost for removal and replacement of the damaged items will be borne by the Contractor. Such repairs will not be a cause for time extension.



CITY OF NOVI

NOTICE OF AWARD

DATED:

TO:

CONTRACT: Salt Dome Reconstruction

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

The Contract Price of the Contract is \$_____. Seven copies of the proposed Contract Documents as identified in the Agreement accompany this Notice of Award.

You must comply with the following conditions within 15 days of the date of this Notice of Award, which is by _____.

1. Deliver to the OWNER seven (7) fully executed counterparts of the Contract Documents which accompany this Notice of Award, each of which must bear your signature at the designated location.
2. Deliver with the executed Contract Documents the Contract security (bonds) as specified in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
3. Deliver with the executed Contract Documents the insurance documents as specified in the General Conditions and the Supplementary Conditions.

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

Within 10 days after you comply with the above conditions, the OWNER will return to you one fully executed counterpart of the Contract Documents.

CITY OF NOVI

(Authorized Signature)

(Name and Title)



CITY OF NOVI

AGREEMENT
Salt Dome Reconstruction

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between the City of Novi (hereinafter call OWNER) and _____ (hereinafter called CONTRACTOR).

WITNESSETH, that whereas the OWNER intends to construct the Bond Street Construction Project, hereinafter called the Project, in accordance with the Drawings, Specifications, and other Contract Documents prepared by AECOM Corporation, hereinafter called the ENGINEER.

NOW, THEREFORE, the OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

1. The CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories necessary to perform and complete in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

2. The OWNER shall have the exclusive ability to set the date of commencement of the Work and performance under this Contract. The CONTRACTOR shall begin work under this Contract on a date to be specified in a written Notice to Proceed personally delivered, facsimiled, or mailed, first class postage prepaid to CONTRACTOR. All Work under this Contract shall be totally complete, including all punch list items, as set forth in the Notice to Proceed, except for seasonal work items, identified herein, as subject to extensions of time granted under the General Conditions.

It is mutually understood and agreed that time is of the essence of this Contract. Final Completion for work shall be by August 15, 2025. In the event of delay in completion of the Work beyond the period herein prescribed, or beyond the period to which said time shall be extended by the OWNER in accordance with the General Conditions of the Contract, the OWNER will experience damages, and therefore must be compensated for such delay. Inasmuch as the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR agrees to compensate the OWNER in the sum of Eight Hundred Dollars (\$800.00) for each calendar day that the actual time of completion of the Work extends beyond the agreed time for completion, which sum is hereby fixed by the parties as the liquidated damages that the OWNER will suffer by reason of such delay and default, and not as a penalty; and the OWNER shall have the right to deduct and retain the amount of such liquidated damages from any monies otherwise due or becoming due to the CONTRACTOR under this Contract.



CITY OF NOVI

3. The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, in current funds at the unit prices state in the CONTRACTOR'S Bid.
4. On or before the first Saturday of the month, the CONTRACTOR shall submit to the ENGINEER in writing a state of work completed during the previous month, for which he is requesting payment. Such statement shall be subject to verification and interpretation by the ENGINEER, whose decision as to completed quantities of work and payment therefore shall be final.

The ENGINEER shall certify in writing to the OWNER the payments due the CONTRACTOR under the terms of the Contract. In this certificate, the ENGINEER shall include 90 percent of the value as estimated by the ENGINEER, of the work done, less the aggregate of the previous payments.

The OWNER shall place the request before the City Council for approval on the first available warrant of the following month and, upon approval of the same, shall pay to the CONTRACTOR, as partial payment under this Contract, the amount of such certificate, less that retainage permitted pursuant to Michigan Public Act 524 of 1980, as amended. Prior to the disbursement of any progress payment or final payment, the CONTRACTOR must provide the OWNER with waivers of lien and sworn statements as set forth in the General Conditions. The OWNER may reserve and retain out such partial payment a sum sufficient to meet any undischarged obligations of the CONTRACTOR for labor and materials incorporated in the work, or any other sums as provided for in the Contract Documents.

Neither the ENGINEER nor the OWNER shall have any liability to the Contract if the ENGINEER fails to certify the CONTRACTOR'S work on a timely basis fails to verify the full 90% value of the work in place; or for any other error in such certification.

All material and work covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for the care and protection of materials and work upon which payment have been made or the restoration of any damaged work, or as a waiver of the right of the OWNER to require fulfillment of all terms of the contract.

5. Upon written receipt of written notice that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, the ENGINEER shall promptly issue a final certificate, over his signature, stating that the work provided for in the Contract has been completed and is acceptable by him under the terms and conditions thereof and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid to the CONTRACTOR by the OWNER within 30 days after the date of said final certificate, providing the documents/certificates submitted are acceptable to the reviewing department of the City of Novi. Before issuance of a final certificate, the Contactor shall submit an affidavit to the ENGINEER that all payrolls, materials bills, and or the indebtedness connected with the work have been paid. The CONTRACTOR shall provide written consent from his project surety approving the release of final payment to the CONTRACTOR. All payments based on progress certificates shall be subject to correction in the final pay estimate.

The acceptance by the CONTRACTOR of the last payment based on the final pay estimate shall operate as and shall be a release to the OWNER and agents thereof, from any and all claims and any liability to the CONTRACTOR for anything done or furnished for, or relating to the Work, or



for any act or neglect of the OWNER, its officers, employees and representatives relating to or affecting the work.

6. The Contract Documents consist of the following:
 - a. CONTRACTOR's Price Proposal
 - b. Any addenda issued
 - c. Notice of Award.
 - d. This Agreement.
 - e. Performance Bond.
 - f. Payment Bond.
 - g. General Conditions.
 - h. Supplementary General Conditions
 - i. Specifications as listed in the table of contents of this project manual
Drawings consisting of sheets as listed on the cover sheet with each sheet bearing the following general title: Salt Dome Reconstruction.
 - j. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed
 - ii. Field Orders
 - iii. Work Change Directives
 - iv. Change Orders
 - v. Maintenance & Guarantee Bond

There are no contract documents other than those listed above. The Contract Documents may only be amended modified or supplemented as provided in the General Conditions.

7. All Work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.
8. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and CONTRACTOR respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.



IN WITNESSETH WHEREOF, the parties hereto have caused this instrument to be executed in seven (7) original counterparts and the day and year first written above.

CONTRACTOR:

Name of CONTRACTOR*

By: _____
Signature

[Name and Title of Signatory]*

Attest: _____

Signed on: _____, 20____
Date*

Address for giving notices:

(Street)*

(City, State and ZIP)*

Designated Representative:

(Name*)

(Title*)

(Street*)

(City, State, and ZIP*)

(Telephone Number*)

(Facsimile*)

OWNER:

City of Novi

Justin Fischer, Mayor

Cortney Hanson, City Clerk

Attest: _____

Signed on: _____, 20____
Effective Date of Agreement*

Address for giving notices:

(Street)*

(City, State and ZIP)*

Designated Representative:

Ben Croy

(Name*)

City Engineer

(Title*)

26300 Lee BeGole Dr

(Street*)

Novi, MI 48375

(City, State, and ZIP*)

(248) 735-5635

(Telephone Number*)

*Typed or printed in ink



CITY OF NOVI

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
as Principal, hereinafter called the CONTRACTOR, and _____

_____ as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of _____ Dollars (\$ _____)

for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the construction of

Salt Dome Reconstruction

in accordance with Drawings and Specifications prepared by AECOM Corporation, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.

2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a CONTRACTOR Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.

3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:

a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

b. Perform and complete the Contract itself, through qualified CONTRACTORS who are acceptable to the OWNER, through a contract between the SURETY and qualified CONTRACTORS, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the CONTRACTOR Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the CONTRACTOR Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no



CITY OF NOVI

event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the CONTRACTOR Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by CONTRACTORS of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the CONTRACTOR'S Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the CONTRACTOR Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.



9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the CONTRACTOR Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.

c. CONTRACTOR Default: "CONTRACTOR Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to cure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "CONTRACTOR Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.



Signed and Sealed This _____ day of _____, 20_____

In the Presence of:

(insert CONTRACTOR's name)

WITNESS

Principal

Title

(insert Surety name)

WITNESS

Surety

Title

Address of Surety

Bond No.

City

Zip Code



CITY OF NOVI

cityofnovi.org

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as Principal, hereinafter called the CONTRACTOR, and _____

_____ as SURETY, hereinafter called Surety, are held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants herein below defined, in the amount of _____ Dollars (\$ _____)

(Amount shall be shown in both words and figures)

for the Payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has been awarded a Contract by the OWNER for the construction of

Salt Dome Reconstruction

in accordance with Plans and Specifications prepared by AECOM Corporation, which award was conditioned on the CONTRACTOR providing this Payment Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall be referenced automatically be made a part hereof and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor, material, and equipment used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

A. A claimant is defined as one having a direct contract with the CONTRACTOR or with a SUBCONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

C. SURETY'S obligation to pay a Claimant under this Payment Bond is conditioned on the Claimant providing notice of, perfecting, and prosecuting its claim in compliance with the requirements of Michigan Public Act No. 213 of 1963, as amended, and other applicable Michigan law. Any provision of this Payment Bond that conflicts with the statutory or legal requirements set forth in Michigan Public Act 213 of 1963 shall be deemed deleted herefrom, and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

At least sixty (60) days prior written notice shall be given to the OWNER by the SURETY of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the OWNER and Principal.



CITY OF NOVI

Signed and Sealed This _____ day of _____, 20____

In the Presence of:

(Insert Contractor's Name)

WITNESS

Principal

Title

(Insert Surety Name)

WITNESS

Surety

Title

Address of Surety

Bond No. _____

City _____ Zip Code _____



CITY OF NOVI

cityofnovi.org

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
hereinafter called the "Principal", and _____

_____ hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of _____

_____ Dollars (\$ _____)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the _____
day of _____, for the construction of

Salt Dome Reconstruction

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a *one* (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise



CITY OF NOVI

required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed This _____ day of _____, 20_____

In the Presence of:

(insert CONTRACTOR's name)

WITNESS

Principal

Title

(insert Surety name)

WITNESS

Surety

Title

Address of Surety

Bond No.

City

Zip Code



CITY OF NOVI

cityofnovi.org

NOTICE TO PROCEED

Dated:

TO:

CONTRACT: Salt Dome Reconstruction

In accordance with the terms and conditions in the Contract Documents, you are hereby notified to commence work on the referenced project on _____, 20____. Interim substantial completion June 30, 2025. Secondary substantial completion July 31, 2025. Final Completion, including turf establishment, shall be by August 15, 2025.

It is the responsibility of the CONTRACTOR to meet the schedule as set forth and in accordance with terms and conditions of the Contract. Failure to comply with the schedule will result in the enforcement of liquidated damages as stated in the Contract.

The consulting ENGINEER for the City of Novi, AECOM Corporation-Great Lakes will be contacting you to coordinate a pre-construction conference.

CITY OF NOVI

(Authorized Signature)

(Name and Title)



CITY OF NOVI

cityofnovi.org

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

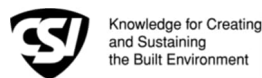
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute



CITY OF NOVI

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).



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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

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

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.



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

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions

of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.



42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

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

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

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

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective 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 Paragraph 9.09 or any other provision of the Contract Documents.



C. Day

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

D. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer’s - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

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

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

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

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 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.

2.06 *Preconstruction Conference*

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

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

2. No provision of any such standard, specification, manual 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 Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.



3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

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

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.



B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

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

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDI- TIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
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.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or



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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), 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.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
- 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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable



accuracy 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 by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly 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. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general

accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

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

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

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be



resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional



insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. 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; and

6. 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.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect



Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. 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 additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance

as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies 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 of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against



each other and their respective officers, directors, 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 Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, 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 as trustee or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys

so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.



ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an



“or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

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

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of 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

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the



Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or



Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas



1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

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

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

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

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.



2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

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

D. Engineer's Review

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

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected

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

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;



6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

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

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

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:



1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.



8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's

responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such



Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract,



tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change

Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

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

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by



Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive



bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by

Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective



Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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

1. Contractor agrees that:

a. 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

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

C. Contingency Allowance

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

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to

reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted



by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.



C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

**ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK**

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or

approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.



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

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be



extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives,

agents and employees, Owner's other contractors, and Engineer 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

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



delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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 Documents; or
- b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;



c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.



E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and



Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with

the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools,



appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate

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

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

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

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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



SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

Article 1 – Definitions And Terminology

SC-1.01 Defined Terms

Delete the period at the end of paragraph 1.01.A and add the following language:

; except where the terms “Architect,” “Engineer,” and “Contractor” are preceded by an adjective, the term shall then be understood to refer to the entity describe by the combination of the two words.

SC-1.01.A.19 Engineer

Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

19. Engineer/Architect – The individual or entity named as Engineer or Architect in the Agreement.

SC-1.01 Defined Terms

Add the following new paragraphs immediately after paragraph 1.01.A.52:

- 53. Architect – The individual or entity named as Architect or ENGINEER in the Agreement
- 54. General CONTRACTOR – The CONTRACTOR as defined in Paragraph 1.01.A.15
- 55. Manufacturer – An individual or entity that manufactures, assembles or fabricates products.
- 56. Products – Systems, materials, manufactured units, equipment, components and accessories used in the Work.
- 57. Engineer’s Consultants are: AECOM Corporation

Article 2 - Preliminary Matters

SC-2.01 Delivery of Bonds and Certificates of Insurance

Delete paragraph 2.01.A in its entirety and insert the following paragraph(s) in its place:

- A. When Contractor delivers the executed Agreements to Owner, Contactor shall also deliver to Owner, with copies to each additional insured identified herein, certificates of insurance (and other evidence of insurance which Owner or any additional insure



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may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 5.

When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Article 5. Facsimile, telegraphic, oral or other electronically transmitted Bond will not be considered. Attorneys-in-fact who execute the Bonds on behalf of the Surety shall affix the each Bond a certified and current copy of the power of attorney.

SC-2.02 Copies of Documents: Delete the last sentence of 2.02.A and add the following:

Additional copies of the Project Manual and drawings may be obtained from Owner on the following basis:

Full or partial set of Drawings	\$10.00 per set.
Each set of Project Manual	\$15.00 each.

SC-2.03 Commencement of Contract Times; Notice to Proceed

Amend the third sentence of paragraph 2.03.A to read as follows:

In no event will the Contract Times commence to run later than the 90th day after the day of Bid Opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

SC-2.05 Before Starting Construction:

Delete 2.05.A.1 and .3 and replace with the following (changes to the original text are identified by underlining):

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), the Contractor shall submit to the 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, identifying the critical path for completing the Work, and identifying when all Subcontractors will be utilized, and taking into consideration any limitations on Working Hours;
 - 3. a preliminary schedule of values for all of the work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work.

Article 3 - Contract Documents: Intent, Amending, Reuse

SC-3.04 Amending and Supplementing Contract Documents

Delete paragraph 3.04.A in its entirety and replace it with the following:

- A. The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by Contractor. The Contract Documents



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are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents
- Supplementary General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual, if applicable

Add the following new paragraph immediately after paragraph 3.04.B:

- B. Owner shall be entitled to deduct from the Contract Price amounts paid to Engineer for Engineer to evaluate and respond to Contractor's requests for information, where such information was available to Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Article 4 - Availability Of Lands; Subsurface And Physical Conditions; Hazardous Environmental Conditions; Reference Points

SC-4.03 Differing Subsurface or Physical Conditions:

Add the following paragraph 5 to 4.03.A:

- 5. If a public line and/or customer service line is damaged by Contractor, Contractor shall give verbal notice within one (1) hour and written notice within 24 hours to the Owner and Engineer.

Article 5 - Bonds and Insurance

SC-5.02 Licensed Sureties and Insurers

Add the following new paragraphs B and C immediately after paragraph 5.02.A:

- B. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are authorized to transact business in Michigan and are classified at not lower than the following:
 - 1. Best's Key Rating Guide, current edition:
 - a. Rating Classification: A-
 - b. Financial Size Category: Class V



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- C. OWNER may require the surety to obtain reinsurance for any portion of the risk that exceeds 10% of the surety’s capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Michigan and holds a certificate of authority from the U.S. Secretary of the Treasury.

SC-5.03 Certificates of Insurance

Delete paragraph 5.03 in its entirety.

SC-5.04 Contractor’s Liability Insurance

Add the following to the end of paragraph 5.04.B.1:

Additional insureds under this paragraph shall include the following:

- a. City of Novi, and its City Council, employees and agents;
- b. AECOM and its owners, agents, and employees
- c. Material Testing consultant (TBD) and its owners, agents and employees
- d. Road Commission for Oakland County, and its agents and employees

Delete paragraph 5.04.B.6 in its entirety and insert the following in its place:

- 6. remain in effect at least until the end of the correction period and at all times thereafter when Contractor may be correcting removing or replacing defective Work in accordance with paragraph 13.07; and

Amend paragraph 5.04.B.7 by striking out the following words:
and any insurance coverage written on a claims-made basis

Add the following new paragraphs immediately after paragraph 5.04.B.7:

- 8. not be written on a claims-made basis
- 9. be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Contract Documents will be waived by the insurer with respect to claims against Owner or Engineer.

Add the following new paragraphs immediately after paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater required by Laws or Regulations:
 - 1. Workers’ Compensation, and related coverage under paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Employer’s Liability: \$100,000 Each accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee



2. Contractor's General Liability under paragraph 5.04.A.3 through A.6 of the General Conditions, which shall include completed operations and product liability coverage and eliminate any exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$2,000,000
 - b. Each Occurrence
(Bodily Injury and Property Damage) \$1,000,000
 - c. Property Damage liability insurance shall provide Explosion, Collapse and Underground (XCU) coverage where applicable.
 - d. Contractual liability coverage shall be included in accordance with paragraph 5.04.B.4 of the General Conditions.

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions (including hired and non-owned vehicles):
 - a. Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

 - b. Property Damage:

Each Accident	\$1,000,000
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 - c. Combined Single Limit:

Each Accident	\$1,000,000
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 - d. MCS 90 Endorsement on
Vehicle Insurance: Statutory

4. Provide Umbrella Liability coverage under the following conditions, providing coverage for not less than the indicated amounts:
 - a. The carrier shall agree to the underlying policies
 - b. Coverage shall be at least as broad as that in the covered policies
 - c. Shall cover Contractor's Liability Insurance and Automobile Liability Insurance
 - d. Coverage Limit:

Each Occurrence:	\$3,000,000
Products Completed Operations Aggregate	\$3,000,000
Other Aggregate	\$3,000,000

Limits are for the term of the program. Products Completed Operations Aggregate limits apply as a single limit for the full term.

5. Provide Owner's and Contractor's Protective (OCP) Liability Insurance in the principal name of Owner to protect against claims for damages because of bodily injury or death, and for property damage caused by the Contractor, Subcontractors, and anyone engaged, employed, or contracted with on their behalf, including coverage for costs of defense from all such claims, with limits of liability for bodily



injury including death not less than \$1,000,000 per occurrence and \$3,000,000 aggregate limit. Limits of liability for property damage shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate limit. The named insured shall be Owner, its city council members, individual employees and agents, the Engineer and its owners, agents, and employees. The City must be provided copies of the actual policies of insurance described in the certificate and the OCP binder.

SC-5.06 Property Insurance

Add the following language at the end of paragraph 5.06.A.1:

Additional insureds under this paragraph shall include the following:

AECOM and its owners, agents, and employees

Material Testing consultant (TBD) and its owners, agents and employees

Add the following language immediately after paragraph 5.06.A.2

and shall include flood, start-up and testing, offsite storage, and boiler and machinery insurance;

Add the following new paragraph immediately after paragraph 5.06.A.7:

8. be issued by an insurer who endorses the policy to reflect that, in the event of payment of any loss or damages, subrogation rights under these Contract Documents will be waived by the insurer with respect to claims against the Owner of Engineer.

Delete paragraph 5.06.B in its entirety and insert the following in its place:

Coverage for boiler and machinery insurance shall be provided as part of the property insurance required by paragraph 5.06.A.

SC-5.07 Waiver of Rights

Delete paragraph 5.07.B in its entirety.

Delete paragraph 5.07.C in its entirety

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

Amend the first sentence of paragraph 5.09.A to read as follows after words “in writing:”

within 10 days after the receipt of the bonds and certificates (or other evidence requested) required by paragraph 2.01.

Article 6 – Contractor’s Responsibilities

SC-6.06 Concerning Subcontractors, Suppliers and Others

Add the following sentence at the end of paragraph 6.06C:



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Owner or Engineer may furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier, or other individual or entity.

Add the following subsection H:

- H. Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) Calendar Days from the Contractor's receipt of payment from Owner. Contractor shall return retainage payments to each Subcontractor within 10 Calendar Days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Owner.

SC-6.08 Permits

Add the following language at the end of paragraph 6.08.A:

Additional provisions regarding permits and licenses are included in the General Requirements.

SC-6.09 Laws and Regulations

Delete the last sentence of paragraph 6.09 B.

SC-6.14 Safety Representative

Add the following language to the end of paragraph 6.14 A:

At a minimum, the safety representative will be certified in personal protective equipment, hazard communication, demolition and blasting, excavation, hand and power tools, welding and cutting, cranes, derricks, hoists, conveyors, scaffolding, confined space, CPR and first aid.

Add the following subsection B:

- B. In the event there is an accident involving injury to any individual or damage to any property on or near the Work, Contractor shall provide to Owner and Engineer verbal notification within one hour and written notification within twenty-four hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner and Engineer, within forty-eight hours of the event.



Article 10 – Changes In The Work

SC-10.03 Execution of Change Orders

Add the following new paragraph 4 after 10.03 A.3:

4. upon receipt of a change order, Contractor shall promptly proceed with the change in the Work involved.

SC-10.05 Claims

Amend Paragraph 10.05.E to state as follows:

E. Engineer's written action under Paragraph 10.05C or denial pursuant to 10.05.C.3 or 10.05.D will be final. Notwithstanding any applicable statute of limitations, a party giving written notice to the other party of its intent to submit the Claim to a court of competent jurisdiction shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time barred and Engineer's action or denial shall become final and binding.

Article 11 – Cost of the Work; Cash Allowances; Unit Price Work

SC-11.03 Unit Price Work

Delete paragraph 11.03.D.1 in its entirety and insert the following in its place:

1. the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

Article 12 – Change of Contract Price; Change of Contract Times

SC-12.01 Change in Contract Price

Amend paragraphs 12.01.B.2 and 12.01.B.3 by adding the following words after the term “lump sum:”

or unit price

Article 14 – Payments to the Contractor and Completion

SC-14.02.A Applications for Payment

Add the following paragraph immediately after paragraph 14.02.A.3:

4. Contractor shall indicate on the Application for Payment the amounts which are due to Owner from Contractor in accordance with the Contract Documents and which amounts Owner may deduct from the progress payment.

SC-14.02.B Review of Applications

Add the following new paragraphs immediately after paragraph 14.02.B.5.d:



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- e. Contractor has incurred liability for other costs in accordance with Contract Documents
- f. of Contractor's failure to maintain record documents in accordance with paragraph 6.12.

SC-14.02.D Reduction in Payment

Add the following paragraph immediately after paragraph 14.02.D.1.d:

- e. Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

SC-14.04 Substantial Completion

Add the following language at the beginning of paragraph 14.04.C:

Except as otherwise provided in paragraphs 14.04.F and G,

Add the following paragraphs 14.04.F and G:

- f. For water and sewer lines construction, Substantial Completion means that the Work, including all testing and disinfection, have been completed and accepted and the line(s) placed into service otherwise a certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion may include the final pavement of roadways, adjustment of structures to final grade and landscaping. The Engineer will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.04.F changes the 1.01.45 General Conditions definition of Substantial Completion.
- g. For roadway construction or reconstruction, Substantial Completion means that the Work, including the final surface course, all permanent traffic control devices (pavement markings, signs, etc.), punch list items, and final cleanup has been completed, accepted, and placed into service, and, any traffic signal or street lighting conduit that has been installed, lowered or relocated must be inspected for usability by, and must have received written approval from, the City's Department of Public Works, as well as having been completed, accepted, and placed into service otherwise a certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion includes final clean up and the posting of financial guarantees. The Engineer will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.04.F changes the 1.01.45 General Conditions definition of Substantial Completion.

Article 15 – Suspension of Work and Termination

SC-15.02 Owner may Terminate for Cause

Add the following new paragraph immediately after paragraph 15.02.A.4:



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5. Contractor has filed a bankruptcy petition and neither Contractor nor trustee has either assumed or rejected this Contract within 30 days after the filing of the bankruptcy petition;

Article 16 – Dispute Resolution

Delete Article 16 in its entirety.

Article 17 - Miscellaneous

Add new subsection 17.07

SC-17.07 Owner’s Right to Audit:

- i. Records means all records generated by or on behalf of Contractor and each Subcontractor and Supplier of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation: accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates and estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; lump sum agreements between Contractor and any Subcontractor or Supplier; records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and any other Contractor record that may substantiate any charge related to this Contract.
- ii. Contractor shall allow Owner’s agent or its authorized representative to inspect, audit, or reproduce, or all three, all Records generated by or on behalf of Contractor and each Subcontractor and Supplier, upon Owner’s written request. Further, Contractor shall allow Owner’s agent or authorized representative to interview any of Contractor’s employees, all Subcontractors and all Suppliers, and all their respective employees.
- iii. Contractor shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that Owner has brought to the attention of Contractor are resolved, or longer if required by law, whichever is longer. Owner’s right to inspect, audit, or reproduce Records, or interview employees of Contractor or its respective Subcontractors or Suppliers exists during this Contract, and for three years after final payment, until all audit and litigation matters that Owner has brought to Contractor’s attention are resolved, or longer if required by law, whichever is longer, and at no cost to Owner, either from Contractor or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.



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- iv. Contractor must provide sufficient and accessible facilities during its normal business hours for Owner to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- v. Contractor shall insert these requirements in each written contract between Contractor and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

END OF DOCUMENT



CITY OF NOVI

SPECIFICATIONS

GENERAL

All work shall be constructed in accordance with applicable portions of the 2020 Michigan Department of Transportation Standard Specifications for Construction unless otherwise specified in the following Specifications or specified otherwise on the plans.

Surplus and unsuitable material, including but not limited to, existing pavements, culverts, trees, brush, and earth shall become the property of the Contractor and removed from the site. Some suitable surplus material may be kept on site to be piled behind the block wall to be replaced by Novi. Debris shall be disposed of promptly and not stored on the site. Roadways and sidewalks shall be kept clean. Contractor shall sweep roadways prior to acceptance and whenever ordered by the Engineer at no additional cost.

Protect and maintain all benchmarks, monuments, or other established reference points or property corners. If disturbed or destroyed, the Contractor shall repair or replace the benchmark/monument at his own expense to the satisfaction of the City Engineer and the Oakland County Remonumentation Surveyor.

Contractor submittals shall include product data for all products proposed for use. Submittals shall also include proposed concrete mix designs and the sources and pits proposed for materials. Shop drawings shall be provided for all precast concrete products.

The Engineer will provide full time inspection and material testing as required to ensure compliance with the Contract Documents.

Staking will be provided as required. The Contractor shall provide a minimum of three working days advance notice for staking requests. Stakes destroyed or damaged due to lack of care by the Contractor will be replaced by the Engineer at the Contractor's expense.

Dust due to the Contractors operations shall be kept to the minimum possible. Watering for dust control shall be performed by the Contractor when ordered by the Engineer at the Contractor's expense.

PERMITS

The City will issue a Soil Erosion and Control Permit in the Contractor's name. Contractor shall construct the project in full compliance with this permit.

UTILITY COORDINATION

There are known utilities within the construction limits, however, none are expected to interfere with construction activities. Should utilities be encountered, Contractor shall exercise caution when working near existing utilities. Hand exposure of existing underground telephone lines or other facilities may be required to verify the existing depth of the lines.

The cost of repair of utility facilities damaged by the Contractor's operations shall be borne by the Contractor at no additional cost to the project. All work required for utility coordination will be considered as included in the Contract unit prices paid for other items of work and will not be paid for separately.

Contact information for existing utility company representatives are shown on the title sheet of the plans.

MAINTAINING TRAFFIC

A full closure with lead in signs is not required, however, the construction zone shall be delineated and protected in some manner to prevent accidents or vehicular access to the construction area.

CONSTRUCTION INFLUENCE AREA (CIA)

The CIA shall include the right-of-way of the following roadways, within the approximate limits as follows:



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SPECIFICATIONS

The southeast corner of the Novi DPW parking lot surrounding the salt dome.

In addition, the CIA shall include the rights-of-way of any intersecting roads adjacent to the work zone for a distance of approximately 150 feet in advance of work areas and any area where construction area signs are placed.

TRAFFIC RESTRICTIONS

No work shall be performed during the Memorial Day, July 4th, or Labor Day holiday periods, as defined by the Engineer.

Access for emergency vehicles shall be provided at all times.

Do not park construction vehicles, park contractor employee vehicles, or store materials in areas needed for parking.

TRAFFIC CONTROL DEVICES

If needed to facilitate the Contractors operations, existing signs can be removed, stored and reinstalled at their original locations.

Measurement and Payment

Maintaining Traffic will not be measured and paid for separately, but will be incorporated into the payment for other contract items.



CITY OF NOVI

SPECIFICATIONS

SOIL EROSION AND SEDIMENTATION CONTROL

General

This work shall be completed in accordance with Section 208 and 813 of the 2020 MDOT Standard Specifications for Construction, the sequence of construction and details included in the plans, and in full conformance with the permit issued to the Contractor.

Silt fencing shall be installed at locations shown on the plans and as directed by the Engineer. Inlet filters shall be installed at all drainage structures within the reconstruction limits and at all drainage structures downstream of work areas which may receive surface runoff from the work areas, if any, as determined by the Engineer.

Materials

Silt Fencing shall be Terra Tex SC by Synthetic Industries or GTF-180 form Exxon, or approved equal.

Inlet filters are permitted to be cut sections from geosynthetic fabric.

Materials for Riprap, Plan shall be in accordance with section 813 of the 2020 MDOT Standard Specifications for Construction.

Construction Methods

All Soil Erosion and Sedimentation Control measures shall be installed in accordance with the Soil Erosion Permit to be obtained from the City, the MDEQ Permit obtained for the project, the 2020 MDOT Standard Specifications for Construction, and the Oakland County Standard Details included in the plans.

All temporary and permanent soil erosion and sedimentation control measures shall be maintained during the life of the contract by the Contractor. Whenever corrective action is ordered by the Engineer or City officer responsible for soil erosion enforcement, such corrective action shall be undertaken immediately.

Riprap work shall be done in accordance with section 813 of the 202 MDOT Standard Specifications for Construction.

Measurement and Payment

Soil Erosion and Sedimentation Control work will be measured and paid for at the contract unit price for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Erosion Control, Silt Fence	Foot	200
Erosion Control, Inlet Protection, Fabric Drop	Each	4
Rip Rap, Plain	Square Yard	8

Temporary Soil Erosion Control shall include the erection, maintenance and removal of all required temporary soil erosion control measures. Permanent Seeding will be measured and paid for separately.



SPECIFICATIONS

SURFACE RESTORATION & IRRIGATION SYSTEMS

General

This work consists of reestablishing turf for all areas disturbed by the Contractor's operations, including stockpile areas. Turf establishment shall be in accordance with Section 816 of the 2020 MDOT Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

Also included in the surface restoration is the maintenance and repair of any damaged irrigation systems. This work includes restoring and adjusting to meet new grades existing lawn irrigation systems which are disturbed by the Contractor's operations.

Materials

The materials and application rates specified in Sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

1. Seeding Mixture THM shall be used for all areas.
2. Fertilizer, Chemical Nutrient, Class A shall be used for all areas.
3. Topsoil Surface, Furnished, 4 inch or Topsoil Surface, Salvaged, 4 inch shall be used for all areas. Topsoil shall be free of all stones one inch in diameter or greater.
4. Straw mulch with tackifier or mulch blanket shall be used for all areas. Should mulch blanket be used, the Contractor shall be responsible for cutting or removing the blanket if lifting occurs as a result of grass growth.

For irrigation systems, the existing sprinkler heads shall be reused whenever possible. If damaged by the Contractor's operations and unable to be reused, new sprinkler heads of the same manufacturer, type, model, and size shall be provided at no additional cost to the contract. Existing or, if damaged during removal, new irrigation piping shall be used. New irrigation piping shall be the same size and class as the existing irrigation piping.

Construction

Construction methods shall be in accordance to subsection 816.03 of the 2020 MDOT Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for surface restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Prior to placing topsoil, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. Remove any stones greater than or equal to 1 inch in diameter. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil shall be weed and weed seed free and friable prior to placing seed. Remove all stones from the topsoil greater than 1 inch in diameter. Apply seed mixture and fertilizer to prepared soil surface. Seed shall be incorporated into top ½ inch of topsoil.

Mulch Blanket shall be placed in accordance to subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch.



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If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If weeds are determined by the Engineer to cover more than ten percent of the total area of surface restoration, the Contractor shall provide weed control in accordance to subsection 816.03.J of the Standard Specifications for Construction. Weed control shall be at the Contractor's expense with no additional charges to the project for materials, labor or equipment.

For irrigation systems, all work shall be done in accordance with the recommendations of the manufacturer of the irrigation products.

Existing irrigation systems are to be left in place and not disturbed whenever feasible. When necessary to prevent damage, the system shall be removed and replaced. Removed components shall be safely stored and upon completion of work, the components shall be replaced in their original locations relative to the curb line or as directed by the Engineer. Any irrigation systems damaged during construction must be repaired at the Contractor's expense. The system shall then be reactivated and tested.

Prior to working on an irrigation system, the Contractor shall meet with the City and discuss the proposed work. The existing system shall be activated and any deficiencies in the existing operation noted and discussed. The Contractor will arrange access to the valves and control systems needed to do the work with the City.

Upon completion of the work, the Contractor shall again meet with the Engineer and City. The completed system shall be turned on, operated, and inspected. The property owner's approval of the completed work shall be obtained.

Care shall be taken to prevent dirt from entering any irrigation systems. Caps or duct tape shall immediately be firmly installed on the ends of all removed piping. Systems which are contaminated with dirt will require flushing and replacement of valves at the Contractor's expense.

Measurement and Payment

Surface Restoration shall include the restoration of all areas disturbed by the Contractor's operations, as specified. Once disturbed areas have been restored with aforementioned applications, partial payment will be at the sole discretion of the Engineer until turf has been established.

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

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Surface Restoration	Lump Sum	1



SPECIFICATIONS

AGGREGATE BASE

Description

This work consists of furnishing and placing aggregate base on the prepared subgrade.

Materials

All materials shall be in accordance with Section 302, and 306 of the 2020 MDOT Standard Specifications for Construction and as herein provided. All aggregate bases under roadway pavement shall meet the gradation requirements for 21AA Aggregate. Aggregate base incorporated into the permanent project shall be 100% crushed limestone material.

Construction Methods

All work shall be done in accordance with Sections 205, 301, 302, and 306 of the 2020 MDOT Standard Specifications for Construction.

Shape the finished surface of the existing aggregate base course to within +/- 1/2 inch of the grade and cross section shown on the plans. Aggregate Base shall be compacted to 95% minimum relative density prior to placing concrete. Density will be measured using the Modified Proctor method, ASTM D 1557, as outlined in the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

Aggregates will be measured and paid for at the contract unit price for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Aggregate Base, 21AA Limestone, 8 inch	Square Yard	738



SPECIFICATIONS

PAVEMENT

Description

This work consists of the removal and replacement of concrete curb and gutter, sidewalk, and driveways.

Materials

All materials shall be in accordance with Section 602 of the 2020 MDOT Standard Specifications for Construction.

Construction Methods

All work shall be done in accordance with Sections 204 and 602 of the 2020 MDOT Standard Specifications for Construction.

Concrete Pavement Joints shall be constructed in accordance with the details in the plans, the City of Novi Standard Details and the 2020 MDOT Standards Specifications for Construction.

Measurement and Payment

Removal of concrete, asphalt, and curb and gutter, and placement of new concrete will be measured and paid for at the contract unit prices for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Pavt, Rem, Modified	Square Yard	388
HMA Surface, Rem, Modified	Square Yard	341
Curb and Gutter, Rem, Modified	Square Yard	88
Conc Pavt with Integral Curb, Nonreinf, 12 inch	Square Yard	731
Spillway, Conc	Foot	10

Pavt, Rem, Modified includes all work as outlined in section 204 of the Michigan Department of Transportation Standard Specifications for Construction with the additional requirement that all removals be to a saw cut edge as indicated on the plans. This work shall also include the excavation as necessary to achieve the proposed pavement and aggregate base cross section.

HMA Surface, Rem, Modified includes all work as outlined in section 501 of the Michigan Department of Transportation Standard Specifications for Construction, with the additional requirement that all removals to be to a sawcut edge as indicated on the plans or as directed by the Engineer. This also includes the work to remove the existing base to achieve the proposed pavement and aggregate base cross section as well as the removal of any existing underdrain that may be encountered.

Curb and Gutter, Rem, Modified includes all work as outlined in section 204 of the Michigan Department of Transportation Standard Specifications for Construction with the additional requirement that all removals be to a saw cut edge as indicated on the plans. This work shall also include the excavation as necessary to achieve the proposed pavement and aggregate base cross section.

Conc Pavt, Nonreinf, 12 inch includes all work as outlined in sections 602 and 603 of the 2020 MDOT Standard Specifications for Construction and shall include all required work for new pavement construction and panels including pavement joints and epoxy anchored lane ties where required. Pavement joints shall be constructed in accordance with City of Novi Standard Details. This item also includes the replacement of concrete with integral curb and gutter, where required.

Spillway, Conc includes all work as outlined in the Michigan Department of Transportation Standard Specifications for Construction. This will be measured along the long edge of the spillway.



SPECIFICATIONS

SALT DOME

Description

This work consists of the removal of the existing salt dome and placement of a new salt dome

Materials

All materials must comply with any applicable local standards.

Construction Methods

All work shall be done in compliance with any applicable local standards and codes.

Measurement and Payment

Salt dome work will be measured and paid for at the contract unit prices for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Salt Dome, Remove	Lump Sum	1
Salt Dome, 82' Diameter	Lump Sum	1

Salt Dome, Remove includes all work to demolish and remove the existing Novi salt dome, which includes the wall, floor, footing, and any other permanent aspect of the structure. This also includes the disposal of all material from the demolished structure. This also includes the removal of pavement surrounding the existing salt dome required to construct the new salt dome / floor / footing that would not have otherwise been required to be removed for other site work.

Salt Dome, 82' Diameter includes all work and materials to construct a new 82' diameter salt dome with a 10' high concrete wall. The new salt dome shall have a minimum capacity of 3,000 tons with a door width of 18'. This dome shall also have an opening and structural capabilities to accommodate a conveyor system. This item also includes any required materials and electrical work to install a fan and lighting. Additional lighting should be present to illuminate the entryway. Construction of the conveyor system and additional electrical work for the conveyor system will be paid for separately. This also includes the placement of new concrete surrounding the new salt dome to replace the concrete removed that would not have otherwise been required to be removed for other site work. The payment of Salt Dome, 82' Diameter also includes all work and materials to place a new salt dome floor (see typical cross section sheet of plans). This work includes the excavation and removal of materials to the planned footing elevation, any placement of aggregate base, and placement of any additional footing for the new salt dome. Any additional excavation and subsequent backfill required by the engineer due to encountering poor soils will be paid for separately using the Excavation, Fdn and Embankment Structure, CIP items. Salt dome floor and footing shop drawings must be submitted to the Engineer for approval.



SPECIFICATIONS

CONVEYOR SYSTEM

Description

This work consists of the delivery, construction, and installation of an above grade hopper, support structure, and incline conveyor system to load the salt dome. Conveyor system must have the capacity to load at least 225 tons per hour to be powered by a 480V/3Ø,100A power circuit.

Materials

All materials must comply with any applicable local standards.

Construction Methods

All work shall be done in compliance with any applicable local standards and codes.

Measurement and Payment

Conveyor system will be measured and paid for at the contract unit prices for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Conveyor System Furnish and Install	Lump sum	1

Conveyor System Furnish and Install includes all work to deliver, construct, and install all applicable elements of the conveyor system. This also includes any attachments or connections required to feed the conveyor into the newly constructed salt dome.



SPECIFICATIONS

ELECTRICAL WORK FOR CONVEYOR SYSTEM

Description

This work consists of the work to connect the conveyor system to the existing DPW building electrical panel.

Materials

All materials shall be in accordance with Section 818 of the 2020 MDOT Standard Specifications for Construction.

Construction Methods

All work shall be done in accordance with Section 818 of the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

Electrical elements will be measured and paid for at the contract unit prices for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Conduit, Schedule 80 PVC, 2 inch	Foot	300
Conduit, RGS, 1-1/4 inch	Foot	100
DB Cable, in Conduit, 600V, 1/C#3	Foot	2025
Cable, Equipment Grounding Wire, 1/C#8	Foot	675
Combination Starter/Non-Fusible Disconnect Switch	Each	1
Fusible Disconnect Switch	Each	1

This work also includes miscellaneous items that will be required for electrical work such as fuses, j-boxes, fittings, etc.

DB Cable, in Conduit, 600V, 1/C#3 may also be performed using a directional bore method if that is preferred by the Contractor. It will be paid the bid rate for either method. No additional payment will be made for mobilization of or use of a bore rig.



SPECIFICATIONS

CAST IN PLACE RETAINING WALLS

Description

This work consists of the excavation, preparation for, and construction of concrete cast in place walls.

Materials

All materials shall meet the requirements included in the 2020 MDOT Standard Specifications for Construction.

Construction Methods

All work shall be done in accordance with the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

Retaining wall items will be measured and paid for at the contract unit prices for the following contract items.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Conc, Grade 3500	Cubic Yard	152
Reinforcement, Steel, Epoxy Coated	Pounds	14,718
Excavation, Fdn	Cubic Yard	950
Backfill, Structure, CIP	Cubic Yard	378
Embankment Structure, CIP	Cubic Yard	475

Excavation to the bottom of the footing elevation is the minimum required depth of excavation for the cast-in-place retaining wall and footing. Additional excavation, as shown as the additional 3’ depth in the “Wall and Footing Elevation & Cross Section (Sheet 11)” of the plans is potential excavation as directed by the engineer on site depending upon subgrade conditions upon excavation. Subsequent backfill as shown as Embankment, Structure, CIP and additional limits of Backfill, Structure, CIP will then be required if additional excavation is needed.



SPECIFICATIONS

PIPE BOLLARD

Description

This work consists of the placement of pipe bollards as shown on the plans.

Materials

Pipe shall be 6 inch dia., Schedule 40 Galvanized Pipe filled with concrete.

Concrete/Foundation Materials. Provide Grade 3500 concrete in accordance with section 1004 of the 2020 MODT Standard Specifications for Construction.

Construction Methods

All work shall be done in accordance with the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

Pipe Bollard will be measured and paid for at the contract unit price for the following contract item.

Estimated quantities for these items are as follows:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Pipe Bollard	Each	2

Excavation, backfill, and grade preparation will not be measured and paid for separately but will be included in the payment of this item of work.



SPECIFICATIONS

PRE-CONSTRUCTION AUDIO VISUAL

Description of Work

Preconstruction Audio Visual shall be done for each work location.

The pre-construction videotape coverage shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of color audio-video construction documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of the firm to produce professional quality video in accordance with these specifications.

The Contractor shall provide all labor, materials, equipment, and services and perform all operations necessary to furnish the Owner a complete color audio-video tape recording of the surface features within the proposed construction zone of influence and any other areas impacted by construction activities such as haul roads, storage areas, field office sites, etc. This record shall include all audio-video tapes, tape storage case, tape index labels, and run sheet logs. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

Materials and Construction Methods

The recordings shall include coverage of all portions of the work areas, stockpile areas, and areas which may be impacted by the contractor's operations.

The videotaping of the project shall take place prior to the beginning of any construction activities on the project. Two copies of all videotapes on flash drives (or a link may be shared through Dropbox, Sharepoint, or similar) must be delivered to the Engineer before construction may commence.

All video must display through electronic means information germane to current video display. Information that will continuously display is as follows:

- Time and Date of Recording
- Location of Recording (i.e., street name, easement or address, etc.)

To preclude the possibility of tampering or editing, time and date information must be electronically incorporated through the original recording device.

A runsheet log will be provided that accurately catalogs the contents of each videotape. Information contained in the runsheet will include:

- A. Street name, easement, or address
- B. Sheet number or numbers relative to the line entry of a particular area of coverage
- C. Roll numbers
- D. Real time code indexing for each segment of the project, which will indicate hours, minutes and seconds to cross reference with playback equipment to locate specific points of interest on the project.
- E. Direction of travel for each specific segment
- F. Viewing side of each specific segment
- G. Starting point for each specific segment
- H. Ending point for each specific segment
- I. Project information (i.e., project title, owner, date, etc.)



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All tapes are to be labeled with appropriate project information and be able to be cross-referenced with runsheets. Information on labels will include:

- A. Roll number
- B. Project Title
- C. Location of Project
- D. Month and year of coverage
- E. As multiple copies of each tape will be made available, tapes must be marked as sets (i.e., Engineer set, Owner set, contractor set)
- F. Quick reference list of contents of a particular tape

To ensure best quality playback, video must be mastered on high quality formats only. High quality files on flash drives shall be provided.

To ensure best quality imaging, high quality color camcorders with 1/4", 1/3", or 1/2" charged coupled device imaging systems must be used. Camera must have optical stabilization. Electronic stabilization is not acceptable. Camera must be capable of 20x minimum optical magnification. Camera must be capable of producing NTSC 525 lines resolution\60 fields\30 frames per second. Minimum illumination capabilities of at least 3-lux.

Panning and zoom rates shall be electronically or manually controlled to provide clear viewing on playback.

All videotaping shall be done during times of good visibility. No videotaping shall be done when more than 10% of the ground is covered with snow, unless otherwise authorized by Engineer.

Accompanying the video recording shall be a corresponding and simultaneously recorded audio track containing the commentary of the camera operator. The commentary shall assist in the maintenance of viewer orientation, identification of surface features, and objective description of the points of interest being shown on the video portion of the recording.

The Engineer shall have the authority to reject all or any portion of the videotape deemed to be in non-conformity with these specifications.

The Engineer shall have the authority of designate what areas may be omitted or added for audio-video taping.

Measurement and Payment

Pre-Construction Audio Visual will not be measured and paid for separately, but will be incorporated into the payment for other items.

Pay Item

Pre-Construction Audio Visual

Pay Unit

Lump Sum



CITY OF NOVI