

CONTRACT DOCUMENTS AND  
SPECIFICATIONS FOR:

**VILLAGE OF PAW PAW  
VILLAGE-WIDE WATER  
SERVICE REPLACEMENT  
PROJECT**



OWNER:

**VILLAGE OF PAW PAW**

111 E MICHIGAN AVE.  
PAW PAW, MI 49079

ENGINEER:

**ABONMARCHE**

95 WEST MAIN STREET  
PAW PAW, MICHIGAN 49022  
PHONE: (269) 927-2295  
FAX: (269) 927-1017



JULY 2022  
PROJECT NO.: 21-2011B

A handwritten signature in blue ink, appearing to read "CK", located below the professional engineer seal.

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**SECTION 00 00 50**

**VILLAGE OF PAW PAW  
VILLAGE-WIDE WATER SERVICE REPLACEMENT PROJECT**

**ADVERTISEMENT TO BID**

Sealed Bids for the Village-Wide Water Service Replacement Project will be received by the Village of Paw Paw Clerk's Office, at 111 E. Michigan Ave, Paw Paw, MI 49079. Bids will be received and opened for a single Prime Contract on **Tuesday, August 2<sup>nd</sup> at 11:00am local time.**

Bids shall be made on a unit price basis. Sealed bids bearing the Project name as well as the name and address of the bidder shall be submitted to Karla Tacy, City Clerk at 111 E. Michigan Avenue, Paw Paw, MI 49079. The bid opening will be held at the Paw Paw District Library, located at 609 W. Michigan Avenue, Paw Paw, MI 49079.

The Project includes replacement of lead water service lines located throughout the Village along with any associated restoration work associated with the replacement of said water service lines

Information and Bidding Documents for the Project will be available on Wednesday, July 6, 2022 and can be found at the following designated website: <http://www.abonmarche.com/bids>. Hard copies are available from the Issuing Office of Abonmarche, 95 West Main Street, Benton Harbor, MI 49022 (269) 927-2295. The fee for obtaining hard copy documents is One-Hundred Dollars (\$100.00). An additional Fifteen Dollars (\$15.00) will be charged for each contract package requiring shipping. General Specifications, description, and conditions upon which the bid proposal is to be based are on file for examination at the Issuing Office.

Bid forms shall be submitted in triplicate with all required bid attachments. A certified check, cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the bid, made payable to the Village of Paw Paw will be required with each bid as security for the proper execution of the contract. A 100% Labor, Material, and Performance Bond will be required of successful bidder.

No bid shall be withdrawn for a period of ninety (90) days after the scheduled opening without consent of the OWNER. The Owner reserves the right to reject any bids, waive any informality in bidding or to accept the bid, consistent with law, which best serves the interest of the Owner.

All inquiries shall be directed to Abonmarche, attn.: Conner Eyerly at via email: [ceyerly@abonmarche.com](mailto:ceyerly@abonmarche.com). Questions must be entitled "VILLAGE-WIDE WATER SERVICE REPLACEMENT PROJECTIMPROVEMENTS - RFI."

OWNER:  
Will Joseph  
Village Manager  
Village of Paw Paw  
111 E. Michigan Ave  
Paw Paw, MI 49079

ENGINEER:  
Corey Kandow, PE  
Senior Project Manager  
Abonmarche  
95 West Main Street  
Benton Harbor, MI 49022

SECTION 00 02 00

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's

means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Required Bid security;
  - B. Signed Non-Collusion Affidavit
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Completed Debarment Certification form
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A Pre-bid Conference will not be held for this project.

## **ARTICLE 5—SITE AND OTHER AREAS**

### **5.01    *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. The Site will also include a temporary easement by means of a Right of Entry for work to be completed outside of the Village's right-of-way.

### **5.02    *Other Site-related Documents***

- A. No other Site-related documents are available.

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

- A. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- B. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. The Bidder must contact the Village of Paw Paw prior to any testing and investigation during any pre-bidding site visits.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01    *Express Representations and Certifications in Bid Form, Agreement***

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. Engineer:    Abonmarche  
Contact:   Conner Eyerly

Phone: (269) 605-4100  
Email: [ceyerly@abonmarche.com](mailto:ceyerly@abonmarche.com)

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

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

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.



## **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

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

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Plumbing
  - B. Concrete
  - C. Asphalt Paving
  - D. Landscape and Restoration
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder(s) to submit an acceptable substitute, in which case apparent Successful Bidder(s) will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder(s) declines to make any such substitution, Owner may award the Contract to the other qualifications based selected Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder(s) elects to not furnish pricing for such optional alternate item, then Bidder(s) may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder(s) must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder(s) is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13—BASIS OF BID**

### **13.01 Unit Price**

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 5.01 of the Agreement.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **13.02 Allowances**

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

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

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

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

- 18.04 If Owner awards the contract(s) for the Work, such award will be to the responsible Bidder(s) submitting the responsive and responsible best value bidder and providing the requested qualification statements.

*18.05 Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. The following considerations will be evaluated for contract awards:

1. Project Plan. Each bidder is required to submit a project plan with the submitted bidding documents. A project plan must include, at a minimum, the contractor's approximate schedule for water service completion, the proposed equipment that will be utilized on the project (owned and rented), description of how contractor proposes to maintain an adequate supply of materials throughout the project, and methods of water service replacement and restoration.

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the Agreement, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the

executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder(s), it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder(s) must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the Agreement.

**SECTION 00 04 10**

**BID FORM**

**VILLAGE OF PAW PAW LEAD  
SERVICE LINE REPLACEMENTS**

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**VILLAGE OF PAW PAW  
111 E. MICHIGAN AVE.  
PAW PAW, MICHIGAN 49079  
ATTN: OFFICE OF VILLAGE CLERK**

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

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

B. Bidder has visited the Site(s) and has identified the general work type, conducted a thorough, alert visual examination of the Site(s) and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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



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

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

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

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

### **Base Bid**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, Max \$100,000	LSUM	1	\$	\$
2	Maintaining Traffic	LSUM	1	\$	\$
3	Right of Entry Form	Ea	100	\$	\$
4	Water Service, Investigation	Ea	75	\$	\$
5	Non- Haz Contaminated Material Handling and Disposal	Cyd	50	\$	\$
6	Slope Restoration, Type A Modified	Syd	10000	\$	\$
7	Pavt, Rem	Syd	4500	\$	\$
8	Sidewalk, Rem	Syd	2500	\$	\$
9	Curb and Gutter, Rem	Ft	1000	\$	\$
10	Subbase, CIP	Cyd	1500	\$	\$
11	Aggregate Base, 8 inch	Syd	4500	\$	\$
12	Hand Patching (440 Lb/Syd)	Ton	1200	\$	\$
13	Conc Pavt, Misc, Nonreinf, 6 inch	Syd	1000	\$	\$
14	Curb and Gutter, Det C4	Ft	1000	\$	\$
15	Sidewalk, 4 inch	Sft	22500	\$	\$
16	Water Service, Trenchless	Ft	24000	\$	\$
17	Curb Stop and Box	Ea	426	\$	\$
18	Water Service, Connection to Residence	Ea	426	\$	\$
19	Water Service, Cut and Cap	Ea	25	\$	\$
20	Water Meter, Install	Ea	426	\$	\$
21	Meter Pit, Abandon	Ea	426	\$	\$
22	Sanitary Service, 6 inch	Ft	1200	\$	\$
23	Sanitary Cleanout	Ea	25	\$	\$
BASE BID TOTAL					

**Alternate #1**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, Max \$25,000	LSUM	1	\$	\$
2	Maintaining Traffic	LSUM	1	\$	\$
3	Right of Entry Form	Ea	20	\$	\$
4	Water Service, Investigation	Ea	750	\$	\$
5	Non- Haz Contaminated Material Handling and Disposal	Cyd	400	\$	\$
6	Slope Restoration, Type A Modified	Syd	150	\$	\$
7	Pavt, Rem	Syd	250	\$	\$
8	Sidewalk, Rem	Syd	750	\$	\$
9	Curb and Gutter, Rem	Ft	175	\$	\$
10	Subbase, CIP	Cyd	250	\$	\$
11	Aggregate Base, 8 inch	Syd	150	\$	\$
12	Hand Patching (440 Lb/Syd)	Ton	3600	\$	\$
13	Conc Pavt, Misc, Nonreinf, 6 inch	Syd	4000	\$	\$
14	Curb and Gutter, Det C4	Ft	70	\$	\$
15	Sidewalk, 4 inch	Sft	70	\$	\$
16	Water Service, Trenchless	Ft	5	\$	\$
17	Curb Stop and Box	Ea	70	\$	\$
18	Water Service, Connection to Residence	Ea	70	\$	\$
19	Water Service, Cut and Cap	Ea	200	\$	\$
20	Water Meter, Install	Ea	5	\$	\$
21	Meter Pit, Abandon	Ea	250	\$	\$
22	Sanitary Service, 6 inch	Ft	750	\$	\$
23	Sanitary Cleanout	Ea	175	\$	\$
<b>ALTERNATE #1 TOTAL</b>					

**Alternate #2**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, Max \$25,000	LSUM	1	\$	\$
2	Maintaining Traffic	LSUM	1	\$	\$
3	Right of Entry Form	Ea	20	\$	\$
4	Water Service, Investigation	Ea	900	\$	\$
5	Non- Haz Contaminated Material Handling and Disposal	Cyd	400	\$	\$
6	Slope Restoration, Type A Modified	Syd	150	\$	\$
7	Pavt, Rem	Syd	300	\$	\$
8	Sidewalk, Rem	Syd	900	\$	\$
9	Curb and Gutter, Rem	Ft	200	\$	\$
10	Subbase, CIP	Cyd	250	\$	\$
11	Aggregate Base, 8 inch	Syd	150	\$	\$
12	Hand Patching (440 Lb/Syd)	Ton	3600	\$	\$
13	Conc Pavt, Misc, Nonreinf, 6 inch	Syd	4300	\$	\$
14	Curb and Gutter, Det C4	Ft	70	\$	\$
15	Sidewalk, 4 inch	Sft	70	\$	\$
16	Water Service, Trenchless	Ft	5	\$	\$
17	Curb Stop and Box	Ea	78	\$	\$
18	Water Service, Connection to Residence	Ea	78	\$	\$
19	Water Service, Cut and Cap	Ea	225	\$	\$
20	Water Meter, Install	Ea	5	\$	\$
21	Meter Pit, Abandon	Ea	300	\$	\$
22	Sanitary Service, 6 inch	Ft	900	\$	\$
23	Sanitary Cleanout	Ea	200	\$	\$
<b>ALTERNATE #2 TOTAL</b>					

## SUMMARY OF BID

BID PACKAGE	BID TOTAL
Base Bid	
Alternate #1	
Alternate #2	
<b>Bid Total</b>	

### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.08 of the Contract on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work with the Contract Times.

### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a certified check, cashier's check, or bid bond in an amount of 5% of the total bid amount, made payable to the VILLAGE OF PAW PAW
  - B. Project Plan and Schedule
  - C. Company and Current Project Information
  - D. Non-Collusion Affidavit
  - E. Signed Debarment Form

## ARTICLE 8 – BID SUBMITTAL

8.01 This Bid is submitted by:

If Bidder is:

An Individual:

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(SEAL)

*(Individual's signature)*

Doing Business as: \_\_\_\_\_

A Partnership:

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(SEAL)

*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation:

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in MICHIGAN is \_\_\_\_\\_\_\_\_\\_\_\_\_.

**SECTION 00 43 13**  
**BID BOND (PENAL SUM FORM)**

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Village of Paw Paw</b> Address <i>(principal place of business)</i> : <b>111 E. MICHIGAN AVENUE</b> <b>Paw Paw, MI 49079</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Village-Wide Water Service Replacement Project</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	



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

**SECTION 00 04 50  
NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

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

The undersigned bidder or agent, being duly sworn, on oath says that he will not, nor will any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or Agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that his bid is made without reference to any other bid and without any Agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

\_\_\_\_\_

\_\_\_\_\_  
Bidder or Agent

FOR: \_\_\_\_\_  
Firm or Corporation

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

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SECTION 00 05 10  
NOTICE OF AWARD**

Date of Issuance:			
Owner:	Village of Paw Paw	Owner's Project No.:	
Engineer:	Abonmarche Consultants, Inc.	Engineer's Project No.:	21-2011
Project:			
Contract Name:			
Bidder:			
Bidder's Address:			

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

**Village-Wide Water Service Replacements**

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

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

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

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

1. Deliver to Owner ☐ counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract.

Owner: **Village of Paw Paw**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

**SECTION 00 52 43**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between Village of Paw Paw ("Owner") and \_\_\_\_\_ ("Contractor").

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Village-Wide Water Service Replacements**

**ARTICLE 2 - THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Village-Wide Water Service Replacements.**

**ARTICLE 3 - ENGINEER**

- 3.01 The Owner has retained Abonmarche Consultants, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer."

**ARTICLE 4 - CONTRACT TIMES**

**4.01 *Time is of the Essence***

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

**4.02 *Contract Times: Dates***

The contractor shall have a **minimum of 200 service lines** replaced or verified as non-lead prior to **December 31, 2023**.

Bidder agrees that the full scope of Work will be substantially completed by **June 1, 2024**. Substantial completion is defined per Section 00 72 43 Stand General Conditions of the Construction Contract Article 1, Paragraph 1.01 Item 42.

- B. Bidder further agrees that the full scope of Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions for each respective contract by **June 30, 2024**. Final completion is defined as completing all water service work, including approved State plumbing inspections, all pavement replacement completed, and restoration items completed.

#### *4.03 Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,350** for each day per awarded contract that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,350** for per awarded contract each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to complete the work within the allowed duration, failure to attain timely Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

# SEE ATTACHED BID

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

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 60 days of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner on or about the 30<sup>th</sup> day of each month and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 90 percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's

estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

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

**6.04 Consent of Surety**

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

**6.05 Interest**

- A. All amounts not paid when due will bear interest at the rate of 0.0 percent per annum.

**ARTICLE 7 - CONTRACT DOCUMENTS**

**7.01 Contents**

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings listed on the attached sheet index.
  - 7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractors Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site(s) and identified the general work type, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written



resolution thereof by Engineer is acceptable to Contractor.

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

#### *8.02 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### *8.03 Standard General Conditions*

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

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

This Agreement will be effective on \_\_\_\_\_, 2022 (which is the Effective Date of the Contract).

Owner:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

**SECTION 00 05 50  
NOTICE TO PROCEED**

Owner: Village of Paw Paw Owner's Project No.: \_\_\_\_\_  
Engineer: Abonmarche Engineer's Project No.: 21-2011  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Village-Wide Water Service Replacement Project  
Contract Name: Village-Wide Water Service Replacement Project  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, **2022** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion is **June 1, 2024** and readiness for final payment must be achieved is **June 30, 2024**

Owner: **Village of Paw Paw**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

**SECTION 00 06 10  
PERFORMANCE BOND**

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Village of Paw Paw</b> Mailing address <i>(principal place of business)</i> : <b>111 E Michigan Avenue</b> <b>Paw Paw, MI 49079</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Village-Wide Water Service Replacement Project</b>  Contract Price: Effective Date of Contract:
<b>Bond</b>  Bond Amount:  Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

**C-610 PERFORMANCE BOND**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as

described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
  - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The Agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the Agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the Agreement between the Owner and Contractor.
15. If this Bond is issued for an Agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

**SECTION 00 06 15  
PAYMENT BOND**

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Village of Paw Paw</b> Mailing address <i>(principal place of business)</i> : <b>111 E Michigan Avenue</b> <b>Paw Paw, MI 49079</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Village-Wide Water Service Replacement Project</b>  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b>	<b>Surety</b>
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

C-615 PAYMENT BOND



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall

indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the Agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  - 16.1.4. A brief description of the labor, materials, or equipment furnished;
  - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The Agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the Agreement between the Owner and Contractor.
17. If this Bond is issued for an Agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

**SECTION 00 72 43**  
**STANDARD GENERAL CONDITIONS**  
**OF THE CONSTRUCTION CONTRACT**

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## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*
- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change

Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of

Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

46. *Technical Data*

a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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

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

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

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

- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

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

## **ARTICLE 2—PRELIMINARY MATTERS**

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

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

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

### **2.03 *Before Starting Construction***

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

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

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

#### *2.05 Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### *2.06 Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.



## **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

### **3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### **3.02 Reference Standards**

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

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

#### B. *Resolving Discrepancies*

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

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### **3.05    *Reuse of Documents***

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

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

#### **4.01    *Commencement of Contract Times; Notice to Proceed***

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

#### **4.02    *Starting the Work***

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

#### **4.03    *Reference Points***

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

the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### *4.04 Progress Schedule*

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

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

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

### **5.01 Availability of Lands**

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

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work at each service replacement, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools,

appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

### 5.03 *Subsurface and Physical Conditions*

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

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

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

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in



Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### **5.05    *Underground Facilities***

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### **5.06    *Hazardous Environmental Conditions at Site***

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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

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

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### **6.02 Insurance—General Provisions**

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor,

Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);



4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### **6.06**     *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### **7.01**     *Contractor's Means and Methods of Construction*

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

#### **7.02**     *Supervision and Superintendence*

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

#### **7.03**     *Labor; Working Hours*

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

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or-equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that

named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual Agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### **7.08**    *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims,



costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### **7.09**    *Permits*

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

#### **7.10**    *Taxes*

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

#### **7.11**    *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### **7.12**    *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written

interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### **7.13 Safety and Protection**

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### *7.14 Hazard Communication Programs*

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

#### *7.15 Emergencies*

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

#### *7.16 Submittals*

##### *A. Shop Drawing and Sample Requirements*

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

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

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

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### **7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or

other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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

### **8.01 Other Work**

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



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

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### **8.02**    *Coordination*

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

#### **8.03**    *Legal Relationships*

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

is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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

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

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

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

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

### **9.03    *Furnish Data***

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

### **9.04    *Pay When Due***

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

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

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

**9.06** *Insurance*

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

**9.07** *Change Orders*

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

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

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

**9.09** *Limitations on Owner's Responsibilities*

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

**9.10** *Undisclosed Hazardous Environmental Condition*

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

**9.11** *Evidence of Financial Arrangements*

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

**9.12** *Safety Programs*

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

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

**10.01** *Owner's Representative*

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

#### *10.02 Visits to Site*

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

#### *10.03 Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site(s) and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### *10.04 Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### *10.05 Determinations for Unit Price Work*

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

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

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

*10.07 Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

*10.08 Compliance with Safety Program*

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

**ARTICLE 11—CHANGES TO THE CONTRACT**

*11.01 Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### *11.02 Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### *11.03 Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### *11.04 Field Orders*

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

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

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### *11.06 Unauthorized Changes in the Work*

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

#### *11.07 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the

basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

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

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
  - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
  - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
  - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
  - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
  - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### *11.08 Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.



### 11.09 Change Proposals

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

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

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

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

**D. Mediation**

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The Agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

**13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

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

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

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

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

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

E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

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

#### 13.03 Unit Price Work

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

*E. Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

*14.01 Access to Work*

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

*14.02 Tests, Inspections, and Approvals*

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



3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

#### 14.03 *Defective Work*

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

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor

shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### *14.05 Uncovering Work*

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

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

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

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

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

#### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other

arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

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

*E. Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### *15.02 Contractor's Warranty of Title*

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

#### *15.03 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider

the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### *15.04 Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### *15.05 Final Inspection*

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

#### *15.06 Final Payment*

##### *A. Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible,



or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### *15.07 Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### *15.08 Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that

any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an

extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

**16.02 Owner May Terminate for Cause**

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

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

#### *16.03 Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### *16.04 Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

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

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

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

### **18.02 *Computation of Times***

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

### **18.03 *Cumulative Remedies***

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

*18.04 Limitation of Damages*

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

*18.05 No Waiver*

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

*18.06 Survival of Obligations*

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

*18.07 Controlling Law*

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

*18.08 Assignment of Contract*

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

*18.09 Successors and Assigns*

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

*18.10 Headings*

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

**SECTION 00 73 14**

**SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

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## **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### **ARTICLE 2—PRELIMINARY MATTERS**

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

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

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

#### *2.02 Copies of Documents*

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

- A. Owner shall furnish to Contractor two (2) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

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



SC-2.04 Add the following paragraphs immediately after Paragraph 2.04 B:

1. An additional training session to cover Standard Operating Procedures and electronic data entry will be mandatory for all contractors and sub-contractors completing data entry.

#### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

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

SC-4.05 Delete Paragraph 4.05.B. in its entirety and insert the following in its place:

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor, including but not limited to delays or disruption attributable to securing copper pipe or other materials necessary for the completion of the Work.

#### **ARTICLE 6 - BONDS AND INSURANCE**

##### *6.01 Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

##### *6.02 Insurance—General Provisions*

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

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

##### *6.03 Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds, in addition to Owner and Engineer, the following: The Village of St. Paw Paw, all elected and

appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, Abonmarche Consultants, Inc. and its employees thereof. It is understood and agreed by naming the Village of Paw Paw as additional insured, coverage afforded is considered to be primary and any other insurance the Village of Paw Paw may have in effect shall be considered secondary and/or excess.

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
  - a. Such insurance must be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
  6. Any limitation or exclusion based on the nature of Contractor's work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[or]</b>	
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor's Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$1,000,000

6.05 Property Losses; Subrogation

SC-6.05 Delete Paragraph 6.05 and all subparagraphs and insert the following in its place:

- B. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), **will not require** provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

**ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday thru Friday, 7:00 a.m. to 7:00 p.m. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent for work occurring in the city right of way and/or written consent from the individual property owner for work outside of the right of way, which will not be unreasonably withheld. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays if these are the only times the property resident is able to provide access to the inside of the home to complete the lead service line replacement.

2. Owner's legal holidays are as follows:

**Memorial Day:** Leading Friday at 3:00 PM until the following Tuesday, at 6:00 AM

**Independence Day:** July 3rd at 3:00 PM until the following Tuesday, at 6:00 AM

**Labor Day:** Leading Friday at 3:00 PM until the following Tuesday, at 6:00 AM

**Thanksgiving:** Leading Wednesday at 3:00 PM until the following Friday, at 6:00 AM

**Christmas Day:** Dec 23 at 3:00 PM until Dec 27 at 6:00 AM

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Sunday or any legal holiday. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 7.09 Permits

SC-7.09 Add the following new subparagraphs immediately after Paragraph 7.09A:

- C. Contractor shall be responsible for paying and scheduling for all LARA plumbing inspections for each private connection as listed in the specifications

#### 7.20 *Administrative Reporting Requirements*

SC-7.20 Add the following new paragraphs immediately after Paragraph 7.19.C

- A. Contractor shall comply with all administrative reporting requirements as requested by OWNER and its representatives. Project status reports shall, at a minimum, include bid/procurement status, project phase schedule, short term milestones and tasks, budget summary, vendor payment information, and details specific to the number of service lines replaced. Contractor will be required to utilize a standard reporting system and format as determined by OWNER for the purposes of this contract.
- B. Contractor shall submit all required forms and documents to ensure inspections are timely completed. Contractor shall provide written notice to OWNER if the project is not on track and meeting milestones or deadlines within the project's phased schedule.
- C. OWNER and its representatives shall at all times have the right to implement necessary validation procedures regarding quality inspections of Contractor work. OWNER may appoint, employ, and pay for specified services of an independent firm to perform inspections and testing as deemed necessary. Upon request by OWNER or its representatives, the Contractor shall make available any and all documents or records related to the completion of inspections not less than monthly.

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

#### 10.03 *Resident Project Representative*

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

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**
  - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
  - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Observe whether any Work in place appears to be defective.
  - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
  - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
  - a. Participate in Engineer's visits regarding Substantial Completion.
  - b. Assist in the preparation of a punch list of items to be completed or corrected.
  - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be

completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

#### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

##### **13.01 *Cost of the Work***

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment

##### **13.03 *Unit Price Work***

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

###### ***E. Adjustments in Unit Price***

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed



materially and significantly as a result of the quantity change.

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

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### **15.01 Payment Becomes Due**

SC 15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Within 60 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

### **15.03 Substantial Completion**

SC 15.03 Add the following new subparagraph to Paragraph 15.03.A:

1. A certificate of substantial completion is required for final inspections, closeout, and to start the warranty period for the installed work for all work not covered from the warranty period provided to the property owner once the water service work has been completed.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

### **17.02 Arbitration**

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

### **17.02 Arbitration**

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction

Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This Agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner

- or Contractor, or consents to being joined in the arbitration; and
4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

*17.03 Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

*17.03 Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**SECTION 01 00 00**  
**CONTRACT SPECIFICATIONS**

**ARTICLE 1 – GENERAL REQUIREMENTS**

*1.01 Summary of Work*

A. Description

1. The work required under this contract is summarized in the Agreement. The specifics of the work are set forth in these specifications.

*1.02 Measurement and Payment*

A. Unit Prices

1. When unit prices constitute the basis for payment for work performed on this project, the CONTRACTOR shall be paid at the unit prices bid for the actual number of units constructed. Measurements or other determinations necessary to fix the number of units constructed shall be made in a manner acceptable to the OWNER and the ENGINEER.

B. Applications For Payment

1. Refer to the Agreement for basic provisions regarding CONTRACTOR(S) Applications for Payment.
2. Applications for Payment shall be made on the form provided by the ENGINEER.
3. Applications for Payment shall be based upon the unit price schedule.
4. Three (3) copies of each Application for Payment for work on this Project shall be delivered to the ENGINEER no later than the 30th day of the month and shall include all work completed as of the 25th day of the month.
5. The CONTRACTOR will submit pay request in writing to the ENGINEER for ninety percent (90%) of the value of all work performed up to the date of submittal, less the aggregate of previous payments. The OWNER will pay the CONTRACTOR by the end of the following month after certification by the ENGINEER and acceptance by the OWNER.
6. Incomplete, inaccurate, or inadequate submittals will be returned to the CONTRACTOR.

C. Retainage

1. The retainage for this project shall be 10%.

*1.03 Coordination*

A. Project Coordination

1. It shall be the full responsibility of the Contractor to coordinate and expedite all phases of work, including all subcontractors. All other trades, subcontractors and/or separate contractors shall cooperate fully with the General Contractor.
2. The General Contractor shall be kept informed of the progress of all subcontractors, including separate contractors and shall notify the ENGINEER of any lack of progress immediately.
3. Total completion of this project is the responsibility of the General Contractor. The General Contractor shall coordinate the work of the various contractors and subcontractors and shall notify them when portions of construction have reached the state requiring installation of their work or when materials are to be furnished and/or installed by them.
4. The General Contractor shall give personal supervision to work or provide a General Superintendent acceptable to the Owner and ENGINEER. The Contractor shall be responsible for basic layout work and for materials, workmanship, transportation, scaffolding, tools, utensils, etc., for the complete and substantial erection of everything shown and described and shall be responsible for obstructions to streets, drives, etc. Subcontractors shall provide adequate number of Foreman or Assistant superintendents to supervise their subdivisions of work. Such men shall be thoroughly experienced and capable of handling the crafts and type of work under their supervision.
5. The General Contractor shall provide and maintain his own scaffoldings, ladders, and the like for access to various parts and levels as necessary for erection and completion of this work and the work of his subcontractors and other contractors.

#### *1.04 Project Meetings*

##### *A. Preconstruction Conferences*

1. The OWNER has certain rules and the CONTRACTOR and his personnel shall abide by them. The specific information regarding the rules governing all operations of this project will be reviewed with the CONTRACTOR at a preconstruction meeting to be scheduled prior to commencement of the work.
2. The CONTRACTOR and his personnel will be required to complete preconstruction training sessions to review Standard Operating Procedures and electronic data entry prior to work starting.

##### *B. Progress Meetings*

1. At the request of the ENGINEER, periodic meetings shall be held on a recurring basis at the location determined by the OWNER to determine the progress of the work as it relates to the schedule and to receive instructions from the ENGINEER so as to expedite the work. CONTRACTORS shall be represented at these meetings by persons with full authority to act in regard to all portions of the work. A CONTRACTOR'S representative who fails or neglects to execute the ENGINEER'S instructions shall be, upon the ENGINEER'S request, dismissed from the work on this project.

### *1.05 Job Site Administration*

#### **A. CONTRACTOR'S Responsibilities**

1. Each CONTRACTOR shall be responsible for the general supervision and direction of the work in accordance with the Agreement.
2. Each CONTRACTOR shall assure his work is accomplished in conformance with the Contract Documents.
3. Each CONTRACTOR shall supervise all assembly of materials and all labor to complete his work on the Project.
4. Each CONTRACTOR shall proceed with the work in accordance with the schedule established in such a manner as to insure completion of the work within the time allotted.

#### **B. ENGINEER'S Responsibilities and Authority**

1. The ENGINEER shall be responsible for interpretation of all Contract Documents and any changes thereto.
2. The ENGINEER shall establish the standards of acceptability for materials and workmanship furnished by the CONTRACTOR.
3. The ENGINEER shall observe work quality and quantity of the CONTRACTOR according to Contract requirements.
4. The ENGINEER shall have the authority to reject materials or workmanship which do not meet Contract requirements.
5. The ENGINEER shall act as the OWNER's representative and have authorities as described in the General Conditions.

#### **C. OWNERS Right of Inspection**

1. The OWNER and his representatives, shall at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to the Contract, provided that all instructions and approvals will be given to the CONTRACTOR by the OWNER through his representatives.

### *1.06 Submittals*

#### **A. Progress Schedules**

1. Within ten (10) days after Notice of Award, the CONTRACTOR, shall prepare and submit three (3) copies of the estimated progress schedule. The schedule shall be based on the principal categories of work corresponding with those used in the breakdown on which progress payments are based and shall show the order in which the CONTRACTOR proposes to carry on the work. At such intervals as may be directed by the ENGINEER, the

CONTRACTOR shall adjust the schedule to reflect any changes in the Contract work and/or completion time.

B. Progress Delays

1. The CONTRACTOR is to inform the ENGINEER on the morning of each day that work will not be performed on site because of inclement of threatening weather and shall keep a detailed log of days worked. This information will be used to determine possible extensions of time, if applicable.

C. Progress Reports

1. When directed by the ENGINEER the CONTRACTOR shall submit progress schedules indicating the actual progress of the various phases of the work with relation to the master schedule.

D. Shop Drawings, Product Data and Samples

1. Information as requested in specific sections of these specifications, and as may be requested by the ENGINEER, are to be submitted to the ENGINEER's office in a timely manner for review by the ENGINEER.

E. Certifications

1. The CONTRACTOR is responsible for supplying the ENGINEER with all certifications or proof of origin as requested.

*1.07 Quality Control*

A. Testing Laboratory Services

1. Required Testing

- a. The CONTRACTOR shall notify the ENGINEER of the source of all materials to be used.
- b. Any tests necessary to insure the proper strength of any materials or required by any governing State or County administrative body having jurisdiction over this type of project, shall be the responsibility of the CONTRACTOR, except as noted, and the same must be furnished upon request of the ENGINEER.

2. CONTRACTOR'S Responsibilities

- a. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
- b. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- c. Furnish casual labor and facilities:

- 1) To provide access to work to be tested.
- 2) To facilitate inspections and tests.
- 3) For laboratory's exclusive use of storage and curing of test samples.

Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

#### *1.08 Construction Facilities & Temporary Controls*

##### **A. Temporary First Aid Facilities**

1. All CONTRACTORS shall comply with the requirements of the "Manual of Accident Prevention in Construction", Associated General Sub-contractors of America, Inc., latest edition, Section 2, First Aid, and have on the site a first aid kit, dustproof, protected from heat and moisture and containing, as a minimum, the first aid items listed according to the number of employees.

##### **B. Temporary Fire Protection**

1. All CONTRACTORS shall comply with the requirements of the "Manual of Accident Prevention in Construction", Associated General Sub-contractors of America, Inc., latest edition, Section 36, Fire Hazards and Prevention. The CONTRACTORS shall not block access to any fire hydrants, valves, manholes, fire alarm or police call boxes. The CONTRACTOR shall post fire department telephone numbers at the job site and keep a fire extinguisher on the job site. The Electrical CONTRACTOR shall have a carbon dioxide extinguisher available at the job site.

##### **C. Material Storage**

1. If materials likely to be damaged by the weather are to be stored at the site, the Contractor shall provide on the premises where directed, suitable watertight storage shelters of sufficient size, having floors raised at least 6" above the ground on heavy joists or sleepers, in which he shall store all materials required on the site at one time.
2. The storage area is to be in a location that will not interfere with the construction operations. Should the area available not be sufficient for full storage of materials and equipment, the Contractor will be required to provide arrangements elsewhere at their own expense, and adequately covered by insurance.
3. The Contractor is fully responsible for the security of their respective materials and equipment.

##### **D. Fences**

1. Existing fences which interfere with the work shall be removed by the CONTRACTOR and restored to their original condition when the work is completed, unless the Contract Documents indicate otherwise.



E. Tree and Plant Protection

1. It is the responsibility of the CONTRACTOR to protect all trees, shrubs, lawns, etc.
2. The CONTRACTOR shall inform the ENGINEER and resident any potential tree and/or landscaping issues in advance of proceeding with any work.

F. Barriers and Enclosures

1. The CONTRACTOR shall provide all temporary sidewalks, barricades and safeguards together with sufficient lighting during periods when the work is not in progress. Such protection shall be subject to approval of the OWNER or ENGINEER. However, failure of the OWNER or ENGINEER to supervise such protection shall in no way relieve the CONTRACTOR of his responsibility according to the laws of this State and OSHA.
2. The CONTRACTOR shall be responsible for the erection and maintenance of all barricades, guard rails, lights and sign necessary for public safety and convenience. All hazards within the limits of the work or detour around the work must be marked with well-painted well-maintained barricades, lanterns, torches, flares, reflectors, electric lights, flashers, or caution, warning and directional signs in sufficient quantity and size to adequately protect life and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the work to meet changing conditions.
3. Barricades shall be placed in front of and around all excavations, obstructions or construction areas so as to clearly define such areas to both drivers of vehicles and pedestrians. Whenever practical, the barricades shall be placed within three to six feet of the excavation or obstruction, and so placed that headlight beams of approaching vehicles will strike the barricades and reflecting devices head on.
4. The CONTRACTOR shall also comply with "Occupational Safety and Health Act" requirements issued by the Federal Government and/or adopted by the State, and local laws, rules and regulations, as they apply.
5. The OWNER and ENGINEER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards the protection of the work and public after twenty-four hours' notice in writing except in case of emergency when it shall have the right to remedy any neglect without due notice and in either case to deduct the cost of such remedy from any money due or to become due the CONTRACTOR.

G. Protection of Work and Property

1. The OWNER will not be responsible for security on the site of the work. Each CONTRACTOR will be held responsible for loss or injury to persons or property where his work is involved and shall provide (if he deems it necessary) such watchmen and take such other precautionary measures as he may deem necessary to protect his own interests.

H. Site Access

1. Parking Facilities

- a. Parking of vehicles related to construction activities shall be restricted to areas on the site identified by the OWNER for such use. The contractor shall provide a plan for staging areas and construction equipment and vehicles to OWNER for approval.

I. Temporary Controls

- 1. At the end of each working day, CONTRACTOR shall remove all debris from the grounds. Water services shall be completed during normal working hours, unless as required to accommodate resident schedules. Every attempt should be made to complete lead service line replacements during a single work day and water restored at the end of the day. If the job cannot be completed within a single work day, the water shall remain off and bottled water provided to the premises until the service line replacement and flushing can be completed.

1.09 *Material and Equipment*

A. General

1. Manufacturer's Instructions

- a. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including three (3) copies to ENGINEER.
  - 1) Maintain one set of complete instructions at the job site during installation and until completion.
  - 2) Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 3) Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.
  - 4) Do not proceed with work without clear instructions.
  - 5) Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

B. Quality

- 1. Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work are intended to be new and of the most suitable grade of their respective kinds for the purpose.

C. Transportation and Handling

- 1. It shall be the responsibility of the CONTRACTOR to furnish all material and equipment to the job site.

2. Products received by truck shall be unloaded on the site of the work by the CONTRACTOR. All handling costs incidental to the installation of products shall be paid by the CONTRACTOR.
3. Arrange and coordinate deliveries of products, in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site.
4. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible.
5. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
6. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

D. Storage and Protection

1. The CONTRACTOR shall provide protection against vandalism, rain, wind, storms, cold or heat so as to maintain all work, materials, apparatus, equipment, and fixtures incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, the CONTRACTOR shall cover all new work likely to be damaged. Items, which require dry storage, such as electrical controls and motors, shall be stored in a dry building and not under tarps.

E. Substitutions and Product Options

1. Where material or equipment is listed by manufacturer's name or trade name and such name is followed by the words, "or equal," the CONTRACTOR shall have the option of submitting for approval substitute materials which he considers equal to that specified. The request to use such materials shall be submitted to the ENGINEER at least one (1) week prior to the start of construction. The burden of proof that materials are equal shall be upon the CONTRACTOR requesting their use. Therefore, the CONTRACTOR shall furnish, with his request for approval, all supporting data required by the ENGINEER.
2. Where more than one manufacturer is named, the CONTRACTOR has the option of selecting any one of the manufacturers of materials or products named.
3. Where material is listed only by description or by ASTM or Federal Specification numbers, any product meeting or exceeding requirements of such Specification is acceptable. If requested by the ENGINEER, evidence shall be furnished showing that material meets the requirements of the Specification.
4. Some items may be specified on the Drawings only. The CONTRACTOR shall check the Drawings carefully for such items.

1.10 *Contract Closeout*

A. Cleaning Up

1. Each CONTRACTOR shall remove all debris, equipment, tools, etc., used by him at the completion of his portion of the work, and leave the premises clean and clear.
2. It shall be the responsibility of the CONTRACTOR to see that the premises are kept reasonably clean and free of debris which results from his and other CONTRACTOR'S work during the construction period.
3. At the completion of the project, the CONTRACTOR shall leave the site clean and neat.

**B. Project Record Documents**

1. The CONTRACTOR shall keep one record copy of all project documents and specifications at the site in good order and annotated to show all changes made during the construction process. These shall be kept so as to be available for the ENGINEER to review during the construction. Please refer to additional requirements listed in the Water Service Specification for requirements for Project Record Documents.
2. At the completion of each workday, the CONTRACTOR responsible for each division of the work shall provide the ENGINEER and the VILLAGE with the proper documentation in the ArcGIS Field Maps application daily. These changes shall be made as the work takes place and not from memory when the work is done. A backup log should be kept clean in a location at the site where the ENGINEER or inspector may examine it when desired.
3. The documentation shall be accurate. Careful measurements shall be made to locate underground exterior and underground interior sewers, gas lines, water lines, electrical conduit and miscellaneous piping.

**C. Warranties**

1. The CONTRACTOR shall maintain his work in good condition and repair at his own expense any work or materials which prove to be defective within one year from the date of final acceptance by the ENGINEER. This shall not be construed to cover abuse or misuse by the OWNER. In addition, the CONTRACTOR will be required to provide the household a water service completion letter and the date the warranty expires on the new water service replacement.
2. Neither the final certificate nor payment shall relieve the CONTRACTOR of responsibility for negligence, faulty materials or faulty workmanship within the period provided by law and this Contract.
3. The CONTRACTOR shall bear the cost of correcting mistakes, which by reasonable check he could have avoided.
4. Any material specifically called for to have a guarantee period longer than specified above, shall have its guarantee in force for the longer period of time.

**END OF SECTION**

SECTION 01 01 00  
**UTILITY COORDINATION**

The CONTRACTOR shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. CONTRACTOR delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2012 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 53, the contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

PUBLIC UTILITIES

The following Public Utilities may have facilities located within the Right-of-Way:

Village of Paw Paw - Water/Sanitary/Electric

110 Harry L. Brush Blvd.

Paw Paw, MI 49079

John Small

P: (269) 657-3169

Internet - ATT

2919 Millcork St, Room 101

Kalamazoo, MI 49001

Micheael Deiderich

(216) 587-6267

Telephone - Frontier

601 N. US-131

Three Rivers, MI 49093

Lance Webly

P: (269) 273-0625

Cable - Comcast

11921 E. M-89

Richland, MI 49083

Joe Schopf

P: (269) 703-7199

Consumers Energy - Gas

2500 E. Cork St

Kalamazoo, MI 49001

Kyle Oak

P: (269) 337-2366

**SECTION 01 01 10**  
**PROJECT SPECIFICATIONS**

**Part 1 - Summary**

1. Section Includes
  - a. Replacement of existing lead or galvanized steel service line with a new copper service line using trenchless technique from the curb stop and box at the right-of-way line to the customer shutoff valve.
  - b. The removal and replacement of the existing lead service line from the water main to the curb box within the right-of-way will comply with all requirements of this specification and shall use a trenchless technique whenever possible.
  - c. Where both sections of service line are made of lead or galvanized steel, the removal of both sections of lead service line shall be completed on the same date, thus completing a full lead service line replacement.
  - d. This work includes the furnishing of all labor, equipment, and materials required for dewatering, excavation, installation, testing, backfilling, providing as-built plans, and all labor and related work necessary to complete the private water service installation.
  - e. This work may include coordination with other entities before and after the lead service line replacement.
2. All water service work shall be completed in accordance with AWWA C810-17.
3. A standard operating procedure that defines all lead service line replacement tasks and interactions between the Owner, Engineer, Contractor, and any other supporting contractors, will be provided to the contractor at time of award.
4. Definitions
  - a. Full Replacement – Full Replacement will include replacement of the water service from the existing water main to the curb stop shutoff (public) and from the curb stop shutoff to the shutoff valve or 18" inside the building, whichever is shorter (private).
  - b. Partial Replacement – Partial Replacement will include replacement of the water service from the curb stop shutoff to the shutoff valve or 18" inside the building, whichever is shorter (private) or replacement of the water service from the water main to the curb stop shutoff if lead or galvanized steel is only found on the public side of the water service.

If the existing water service contains lead in any component (i.e. gooseneck, service line, etc.) the following rules shall apply:

<u>Pipe Material from Main to curb stop (Public Side)</u>	<u>Pipe Material from curb stop to home (Private Side)</u>	<u>Replacement Conditions*</u>
Lead or Galvanized	Galvanized or Lead, Copper, or Plastic	Full Replacement
Lead or Galvanized	<i>Vacant Property</i>	Cut and Cap service at water main
Copper or Plastic	Galvanized or Lead	Partial Replacement on Private Side
Copper or Plastic	Copper or Plastic/HDPE	Curb Stop Pothole Only and visual inspection inside the house
Copper or Plastic	<i>Vacant Property</i>	Cut and Cap Service at existing curb stop

*\*Note: According to the Michigan Safe Drinking Water Act administrative rule R 325.10604f (5) (c), upon restoration of service if any portion of the service line has lead or galvanized previously connected to lead (GPCL) remaining in the service line, service restoration is prohibited until all portions of the lead or GPCL are removed.*

## Part 2 - Materials

1. Protection
  - a. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - b. Keep materials in original packaging until immediately prior to use.
  - c. Install a cap at the end of the copper coil to keep copper coil dust and insect free.
  - d. Provide additional protection according to manufacture instructions
2. Furnish all pipe, fitting and appurtenance materials required for the contract in conformance with the requirements of the standard specifications, American National Standard Institute/American Water Works Association (ANSI/AWWA) specifications, and the Municipality's technical specifications for water mains and appurtenances.
3. Water Services. Provide materials to be incorporated into the work that meet the requirements outlined in section 923 of the MDOT Standard Specification for Construction and comply with the provisions of AWWA C800 as regards to composition and style of thread. Water service tube shall

be Type K copper, annealed soft temper in accordance with ASTM B-88. Ensure all brass meets National Sanitation Foundation (NSF)/ANSI 61 and Standard 372 of “lead free” alloy e-brass.

4. Service Joints. All fittings shall be compression type copper. Where connections are made to existing service lines of differing materials, threaded or conductive compression pack joints, as applicable, may be provided. Connections between dissimilar metals should utilize dielectric unions to prevent galvanic corrosion. In all cases, ensure provisions for electrical conductivity are made at all joints and fittings.
5. Valves, Boxes and Appurtenance Items:
  - a. Corporation Stops must meet NSF/ANSI 61. Corporation stops conform to the Owner’s Standards. If Owner does not have a standard, corporation stop shall be ball valve style with compression type copper connection Mueller Company P-25008N, Ford FB 1000-NL (compression Fitting), or engineer approved equal.
  - b. Curb Stops shall conform to the Owner’s Standard. If Owner does not have a standard, curb stops shall be ball valve style with compression type copper connection Mueller Company P-25155N, Ford B-44-444M-NL (compression fitting), or approved equal. Stops shall open counterclockwise.
  - c. Curb Boxes shall be A.Y. Macdonald Model # 5603
  - d. Service Saddles shall be in accordance with the Municipality’s Standard Specifications.

### **Part 3 - Execution**

1. Scheduling and Documentation
  - a. Coordinate Construction Schedule and Operations with Owner a minimum of one (1) week prior to commencing lead service line replacements. Owner, Contractor Representative, and Engineer will convene in the field or in the office to discuss the Contractor’s Work Plan.
  - b. Contractor shall review site conditions including all surface features and landscaping. Any landscaping that has a potential to be disturbed, shall be noted prior to work commencing. Any removed landscaping shall be replaced in equal or better condition, to include, but not limited to trees, bushes, grass and fences. The contractor shall document preexisting conditions by taking precondition photos and uploading to ArcGIS Field Maps or software equivalent provided by the owner.
  - c. Contractor shall document both the pre-and post-construction of the lead service line replacement:
    - i. Document the conditions within the right-of-way, the private property from the right-of way limit to the structure, and the point where the service connects to the meter (basement crawl space, other)
    - ii. Provide photographs using ArcGIS Field Maps.
  - d. The Contractor shall attend scheduled community meeting(s) regarding the lead service



replacements.

- e. The Contractor shall be responsible for scheduling appointments with tenant/property owner at each property in advance of excavation so the service line can be replaced at the same time it is verified to be made of lead or galvanized steel. The contractor shall provide a schedule for service replacement to the tenant and owner and be tracked in an excel spreadsheet and ArcGIS Field Maps and shall be submitted to the Engineer weekly.
- f. If a customer cannot provide a time for accessing the internal connection within one (1) week, the Contractor will document the missed appointment and reschedule.
- g. During the day of replacement, the Contractor shall complete the following:
  - i. Notify the resident that the work is about to start and shut off water so that the customer will not use water during replacement that could contaminate interior plumbing.
  - ii. Replace the entirety of lead line with copper service.
  - iii. Complete and provide the following records in the ArcGIS Field Maps and in accordance with AWWA C810-17 and provide to OWNER and Engineer:
    - a. Take a photo of the house with property number and completed service
    - b. Take a photo of excavation pits, meter, and new and old pipes at meter.
    - c. Record the length and material of new pipe installed
    - d. Document the existing materials inside home and meter
    - e. Document the method of installation
    - f. Document the length and location of any abandoned or removed pipe materials. Complete House Plumbing Flushing and provide informational materials on flushing and filters and bottled water to resident. (see appendix for requirements and information materials) Document the delivery of materials to the resident. Updated information materials may be provided by the Owner or Engineer during the course of the work and should be substituted for the original materials as directed.
    - g. Provide a letter to the resident stating that the lead service line has been replaced with copper and their warranty is good for one year from the current date. A form letter will be provided for this purpose. If work cannot be completed during the workday due to conditions beyond contractors control, the water should remain off overnight and bottled water provided.
- h. Water service replacement shall occur during daytime hours and not be shutoff overnight.

All replacements are required to take place in one working day.

- i. Lead or galvanized steel service line sections remaining in place on the private side to vacant properties shall be cut and capped and disconnected at the curb stop to reduce or eliminate the possibility of water leakage and to prevent future service restoration until all portions of the lead or GPCL are removed.

## **2. Maintaining Traffic**

- a. Maintain traffic according to the 2020 MDOT Standard Specifications for Construction.
- b. Provide a traffic control plan developing the contractors work plan for review and approval by Owner and Engineer.
- c. Work shall be isolated to one residential block unless approved by Owner and Engineer.
- d. Perform work during daytime hours only. Allow night work only at the discretion of the Owner and Engineer. Any additional costs for maintaining traffic for night work will be borne by the Contractor.
- e. Provide traffic control devices in accordance to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
- f. Traffic Control Devices
  - i. Channelizing Devices
    - 1. Use plastic drums with high intensity sheeting as channelizing devices.
    - 2. Use eight-foot High Intensity Type III Barricades to block off streets.

## **3. Installation**

- a. Install all pipe materials required for the contract according to AWWA standards, Section 823 of the MDOT 2020 standard specifications and the Municipality's technical specifications for water mains, services, and appurtenances as applicable.
- b. Locate services to be replaced prior to constructing replacements. Each water service crossed shall be first uncovered at the curb stop so the existing material can be determined. Existing material data shall also be documented inside the house between the foundation wall and interior water meter. Existing service data including address, material, location, and photos of each service encountered shall be logged using the ArcGIS Field Maps application as required in Part 3.1.g.iii and in accordance with AWWA C810-17.
- c. Right of Entry Permission. Obtain right of entry permission from each homeowner prior to disturbing private property. Permission shall be obtained via a signed Right of Entry (ROE) agreement shown in Appendix D. Right of entries may be obtained and provided by Owner and Engineer and provided to the Contractor. If Right of Entry has been provided by owner, Contractor will not be paid for obtaining ROE.
- d. Remove and replace existing pavement, curb and gutter, and sidewalk in accordance with MDOT

2020 Standard Specifications for Construction and this specification. Pavement, curb and gutter, and sidewalk removal and replacement shall be minimized to the smallest extent possible where trenchless methods of water service installation are utilized.

- e. All lead services that are replaced shall be removed, meaning the existing corporation stop shall be turned off at the main, and the existing stop box shall be removed. All removed items shall become the property of the contractor and shall be disposed of properly.
- f. All new water services shall be constructed of one piece of Type K copper, 1-inch diameter, minimum bury 5 foot 6 inches. The copper shall be laid in a straight line from the stop box to the main. An additional 1 ft of slack copper shall be installed in a gooseneck configuration at the curb stop and also at the corporation stop.
- g. All corporation stops shall tap into the main at 45 degrees from vertical, pointing in the direction of the stop box. Service saddles shall be installed on all 2-inch water services.
- h. The contractor shall provide for each new service a new corporation stop, new curb stop, new curb stop box, and all fittings necessary to complete the connection to the existing service behind the curb stop at the right-of-way.
- i. Curb Stop installation will be paid as **Curb Stop and Box**. Corporation Stops, Service Saddles, and fittings will be considered incidental to the cost to install the service line.
- j. Water services within the Right-of-Way shall be placed and backfilled as detailed in MDOT Trench Detail G unless a trenchless method is used.
- k. Water services shall be installed by trenchless method and be paid as **Water Service, Trenchless** and is the preferred method to minimize pavement and other disruption. The Contractor may utilize horizontal directional drilling, impact moling (piercing/missile method), cabling/pulling or other trenchless installation acceptable to the engineer.
- l. Connect new water service to the existing first shut off valve inside the building or 18 inches inside of building, whichever is shortest. New penetrations or amendment of existing penetrations into the structure shall be completed in accordance with the Michigan Plumbing and/or Building Code Plumbing shall be completed by a licensed plumber and in accordance with the Village of Paw Paw plumbing permit. The Contractor shall be responsible for obtaining a plumbing permit and scheduling inspections. Contractor shall provide the permit and final inspection to the Engineer. The Village of Paw Paw performs their own plumbing Inspections. The permit application and fee schedule can be found at: <https://www.pawpaw.net/wp-content/uploads/SB-Plumbing-Permit-Application.pdf>
- m. Wall penetration, connection to interior plumbing, and final plumbing inspection will be paid as **Private Water Service, Connection to Residence**. All fittings and couplings required to make the connection shall be included in this item.
- n. Restoration of pervious public side areas shall utilize appropriate seeding mixes and erosion control in accordance with sections 916 and 917 of the 2020 MDOT Standard Specification for Construction and the Special Provision for Slope Restoration, Type A, Modified.

- o. It is the intent of trenchless water service installation to prevent or minimize disruption to private and public property. Remove and replace or otherwise amend existing landscaping and/or decorative hardscaping as directed by the Engineer. The cost for restoration of improvements shall be included with payment for the associated Private Water Service item of work. Restoration of pervious private side areas shall utilize appropriate seeding mixes and erosion control in accordance with sections 916 and 917 of the 2020 MDOT Standard Specification for Construction and the Special Provision for Slope Restoration, Type A, Modified.
- p. The contractor is required to backfill and compact all excavations at the end of each day, or throughout the day if multiple services are being completed.
- q. Pavement restoration must be completed within two (2) weeks upon service completion or unless otherwise approved by the Owner or Engineer. The contractor will be required to maintain all backfill, aggregate base materials, and replace and recompact as needed prior to paving. The contractor will be responsible for addressing all Soil Erosion and Control measures and keep each site clean and restored daily.

#### **Part 4 - Measurement and Payment.**

The completed work as described will be measured and paid for at the contract unit price using the following contract item(s):

<b>Pay Item</b>	<b>Pay Unit</b>
Maintaining Traffic.....	LSUM
Pavt, Rem .....	Syd
Water Service, Trenchless .....	Foot
Curb Stop and Box.....	Each
Private Water Service, Connection to Residence .....	Each
Water Service, Complete .....	Each
Right of Entry .....	Each
Water Meter, Install .....	Each
Meter Pit, Abandon .....	Each
Water Service, Cut and Cap.....	Each

1. **Maintaining Traffic** shall be paid at the contract unit price per Lump Sum (LSUM) and includes all temporary traffic control measures and flag control which are needed to maintain traffic in accordance with applicable laws and regulations. Includes supplying materials and maintenance throughout the duration of the project. Includes installation and removal of any temporary gravel needed to maintain traffic.

2. **Pavt, Rem** shall be paid at the contract unit price per Square Yard (SYD) for pavement removal and includes removing pavement from driveways, HMA pavements, concrete pavements, roadways containing brick, and roadways containing both concrete and HMA regardless of depth of the existing pavement.
3. **Water Service, Trenchless** is to be measured in place along the centerline of the pipe. The price includes payment in full for furnishing all material, labor, and equipment required to perform the work specified herein, including dewatering, excavation and backfill, bracing or sheeting and blocking of excavated trench or piercing/missile pits, removal of the existing water service, service line couplings, service joints, and all other miscellaneous items necessary for the installation of pipe. If a service line cannot be installed by trenchless methods, the contractor must be prepared to install service line by open excavation to complete the work. Price for installing the service line by open excavation will be the same pricing bid for **Water Service, Trenchless**. All the requirements listed in Part 3.1.g.iii and are required for this pay item in accordance with AWWA C810-17.
4. **Curb Stop and Box** shall be paid at the contract unit price per each and shall include installation of a curb stop, curb stop box, excavation, backfill, and disposal of waste.
5. **Water Service, Connection to Residence** is to be measured in place. The price includes payment in full for furnishing all material, labor, and equipment required to perform the work specified herein, including dewatering, excavation and backfill, bracing or sheeting, blocking, removal of the existing private water service, service line couplings, service joints, and all other miscellaneous items necessary for the installation of pipe and connection to the first shut off valve inside the building or 18 inches inside the building, whichever is shortest. This includes the penetration of a structure's foundation wall. Unit pricing shall also include all scheduling, coordination with the Village for Plumbing inspection, providing inspection documentation, and inspection costs based on the Village of Paw Paw fee schedule for water service sizes including application and final inspection fees. All the requirements listed in Part 3.1.g.iii and are required for this pay item in accordance with AWWA C810-17.
6. **Water Service, Complete** is to be measured and paid for each. The price includes payment in full for completing the post replacement requirements per AWWA C810-17 for all replacement types. This completion of flushing the service before connecting, flushing the household plumbing after connection, and providing written notice to the home that their lead line has been replaced and their warranty is good for one year. All documentation will be provided by ArcGIS Field Maps upon completion of the pay item for **Water Service, Complete**.
7. **Water Service, Investigation** will only be paid at locations where the existing service line is confirmed to be non-lead at all inspection points including 3 feet on each side of the curb stop shutoff and the connection to the meter or 18" inside the building, whichever is shorter. The price includes payment in full for providing

notice to each property, accessing the property to investigate the existing service materials, and to provide an inventory to the Engineer via the ArcGIS Field Maps application. The Contractor will be required to locate and confirm existing materials on both sides of the curb stop and in the home. Documented inventory and photos shall be provided to the Engineer. Provide written notice that the entire service line has been confirmed to be made of [material identified], is not made of lead, and does not need to be replaced. A form letter will be provided. All the requirements listed in Part 3.1.g.iii and are required for this pay item in accordance with AWWA C810-17. At locations where lead is found, the costs incurred to complete this work shall be included in the cost of other pay items

8. **Right of Entry** shall be paid at the contract unit price per each. If the Owner has obtained Right of Entry for an address, the Contractor will not get paid for the Right of Entry pay item for that address.
9. **Water Meter, Install** shall be paid at the contract unit price per each. This item will be required at every property where the meter is located in a pit outside the home. The price shall include the contractor replacing a meter or shutoff valve inside the house within accordance of the Michigan plumbing code to return the property to service. The Owner will provide the water meter to the contractor for replacement.
10. **Meter Pit, Abandon** shall be paid at the contract unit price per each. This item will be required at every property where the meter is located in a pit outside the home and relocated inside the home. The price shall include the contractor removing and disposing of the old water meter or shutoff valve inside the exterior pit and filling in the pit to be abandoned with engineered sand. The Owner will provide the water meter to the contractor for replacement.
11. **Water Service, Cut and Cap** is to be paid at the contract unit price per each. This price includes payment in full for cutting a capping an existing service to any vacant property. Public side water services shall be capped at the corporation stop when composed lead or galvanized pipe. When the public side water material is plastic or copper, the existing service line shall be capped at the existing curb stop. No additional payment for Water Service, Investigation shall be made.
12. **Sanitary Service, 6 inch** is to be paid at the contract unit price per each. The price includes payment in full for furnishing all material, labor, and equipment required to perform the work specified herein, including dewatering, excavation and backfill, bracing or sheeting and blocking of excavated trench removal of the existing sanitary service, service line couplings, service joints, and all other miscellaneous items necessary for the installation of pipe. This item shall only be paid in the instance that the contractor accidentally damages the existing sanitary service lateral in the process of replacing a lead or galvanized water service. In instances where sanitary laterals are damaged due to acts of negligence or lack of care, as determined by the Owner and/or Engineer, payment for the repair or replacement of a service lateral may be withheld. Installation of sanitary sewer service lateral pipe shall be in compliance with the *Sanitary Sewerage Specification*.
13. **Sanitary Cleanout** is to be paid at the contract unit price per each. The price includes payment in full for furnishing all material, labor, and equipment required to perform the work specified herein, including dewatering, excavation and backfill, bracing or sheeting and blocking of excavated trench removal of the existing sanitary service, and construction of a new sanitary sewer cleanout. This item shall only be paid in the instance that the contractor accidentally damages the existing sanitary cleanout in the process of replacing a lead or galvanized water service. In instances where sanitary cleanouts are damaged due to acts of negligence or lack of care, as determined by the Owner and/or Engineer, payment for the repair or

replacement of a service lateral may be withheld. Installation of sanitary cleanouts shall be in compliance with the *Sanitary Sewerage Specification*.

The following work items as described will be measured and paid in accordance with the 2020 MDOT Standard Specifications for Construction:

<b>Pay Item</b>	<b>Pay Unit</b>
Mobilization, Max.....	LSUM
Sidewalk, Rem.....	Syd
Curb and Gutter, Rem.....	Ft
Subbase, CIP.....	Cyd
Aggregate Base, 8 inch.....	Syd
Hand Patching.....	Ton
Conc Pavt, Misc, Nonrienf, 6 inch .....	Syd
Curb and Gutter, Conc, Det C4 .....	Ft
Sidewalk, 4 inch .....	Sft

SP 01 00  
SPECIAL PROVISION  
FOR  
**ADOPTION OF MDOT STANDARD SPECIFICATION FOR CONSTRUCTION**

**a. Description.** This project shall be conducted in accordance with the following Divisions and Sections of the 2020 MDOT Standard Specifications for Construction as well as the latest edition of MDOT Road and Bridge Standard Plans and Special Details.

These documents may be downloaded or ordered as follows:

MDOT Standard Specifications for Construction

Electronic File: Available in PDF Format at the Link Below Cost: Free

<https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>

MDOT Road & Bridge Standard Plans

Electronic File: Available in PDF Format at the Link Below Cost: Free

<https://mdotjboss.state.mi.us/stdplan/standardPlansIndex.htm>

This includes, but is not limited to earthwork, bases, subbases, preparation for paving, drainage, Hot Mix Asphalt Paving, and concrete paving, and incidental construction.

1. Division 1 – General Provisions (Selected Sections Only)
  - A. Sections 109 Measurement and Payment
  - B. Section 150 Mobilization –
    - (1) The bid price for mobilization shall be the dollar amount maximum, as listed on the Bid Form.
    - (2) Payment for Mobilization shall be modified as follows:

BASIS OF PAYMENT	PAYMENT AMOUNT
Project Startup - Initial Progress Payment	50%
Completion of 50% of the Awarded Contract Amount	50%



C. Closeout Procedure

(1) Final payment will be made only upon achieving the following:

- (a) Completion of all work included in the original proposal or subsequent contract modifications.
- (b) Final Acceptance of the Work, including completion and acceptance of any Punchlist items, and receipt of all closeout documentation as possible pending final payment.
- (c) Demobilization of the Contractor's (or subcontractor's) Materials, Machinery or Equipment from the site.
- (d) Final Restoration of all lawn areas, including the removal of any temporary SESC Measures.

2. Division 2 – Earthwork

3. Division 3 – Bases

4. Division 4 – Drainage Features

5. Division 5 – HMA Pavements & Surface Treatments

6. Division 6 – Portland Cement Concrete Pavements

7. Division 7 – Structures

8. Division 8 – Incidental Construction

9. Division 9 – Materials

**b. Materials.** See Division 9

**c. Construction.** See Individual Pay Items within each Division

**d. Measurement and Payment.** Measurement and Payment set forth in the 2012 MDOT Standard Specifications for Construction shall prevail unless specified otherwise in the Contract Documents.

SP 02 00  
SPECIAL PROVISION  
FOR  
**NON-HAZARDOUS CONTAMINATED MATERIAL HANDLING AND DISPOSAL**

**a. Description.** This work consists of all labor, equipment and materials necessary to handle, transport, dispose of the non-hazardous contaminated material, including all laboratory testing required for the proper disposal of the material and site restoration of temporary storage location. This special provision must not be employed without authorization by the Engineer. The laboratory testing will be used to solicit landfill approval and is not intended to determine whether or not the material is contaminated.

**b. Materials.** None specified.

**c. Construction.** Complete the work in accordance with sections 107, 204 and 205 of the Standard Specifications for Construction, except as modified herein or as directed by the Engineer.

1. Excavation of Non-hazardous Contaminated Material. Excavate non-hazardous contaminated material to the limits as directed by the Engineer.
2. Temporary Storage of Non-hazardous Contaminated Material. Place excavated non-hazardous contaminated material which is to be temporarily stockpiled on plastic sheeting or tarps having a minimum thickness of 6 mils or in trucks, roll off boxes, or other containers, such that no liquid may escape from the containment. Cover the non-hazardous contaminated material securely with plastic sheeting of 6 mils thickness or greater at the end of each workday.

Dispose of excavated non-hazardous contaminated material as soon as approval is received from the disposal site. This material cannot be stockpiled for longer than 30 days prior to disposal.

Restore temporary storage locations to the condition prior to conducting the work.

3. Sampling and Analysis of Non-hazardous Contaminated Material. Sample and analyze non-hazardous contaminated material prior to disposal. The analysis required is dictated by the Type II disposal facility to be utilized for disposal. Should the results of the analysis show the material to be hazardous waste, as defined by the 1994 PA 451, Part 111, of the Natural Resources and Environmental Protection Act, the Engineer must be notified immediately. The material must then be disposed of as directed by the Engineer.
4. Disposal of Non-hazardous Contaminated Material. Dispose of non-hazardous contaminated material at a licensed Type II sanitary landfill. Submit at the preconstruction meeting the name of the Type II landfill to be used for disposal, the sampling and analysis requirements of that landfill, and verification that use of the proposed landfill will meet the requirements of the county solid waste plan.

Ensure the proposed landfill is acceptable to the Owner and approval is obtained from the Engineer prior to commencing disposal operations. Provide a copy of the laboratory analysis to the Engineer as a requirement of approval for disposal. Following disposal and prior to approval for payment provide to the Engineer landfill receipts for all non-hazardous contaminated material disposed of.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Non Haz Cont Mat Handling, Disposal, LM.....	Cubic Yard

**Non-hazardous Contaminated Material Handling and Disposal, LM** will be measured by volume in cubic yards, LM. Provide to the Engineer receipts from the disposal facility for the number of cubic yards disposed of at that facility prior to payment. Payment will include all costs for materials, labor and equipment needed for storage, loading, transportation, testing, restoration of temporary storage locations and disposal of the non-hazardous contaminated material. Disposal costs will include all documentation required by the landfill.

Payment for excavation of non-hazardous contaminated material will be included with the related items of work.

Delays in testing and disposal of non-hazardous contaminated material that are not the fault of the Contractor may be considered valid reasons for extension of time. However, these delays and the resultant extensions of time will not be considered valid reasons for additional payment.

Should the analysis of the material document that it is hazardous waste, then payment for disposal of hazardous waste will be measured and paid for as extra work. Disposal includes hauling by a licensed hazardous waste hauler and disposal at an appropriate licensed disposal facility.

SP 03 00  
SPECIAL PROVISION  
FOR  
**SLOPE RESTORATION, NON-FREEWAY**

**a. Description.** This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

**b. 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. The following materials must be used on this project:

1. Seeding mixture shall be MDOT TDS.
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished or Salvaged, 4 inch. Remove any stones greater than ½ inch in diameter or other debris from all topsoil.
4. Mulch and Mulch Anchoring, Mulch Blanket and High Velocity Mulch Blanket
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following “minimum average roll value” requirements:

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645  
P300 - North American Green, Poseyville, IN (800) 772-2040  
Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273  
PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

**c. Construction.** Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope 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.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. 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 must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil.

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Areas constructed with the TRM must be installed on prepared (seeded) grades in strict accordance with the manufacturer's published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

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. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will 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 the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

**d. Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Slope Restoration, Type .....	Square Yard

1. Place **Slope Restoration, Type A, Modified** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Type A** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged;

Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type A**.

2. Place **Slope Restoration, Type B** parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. **Slope Restoration, Type B** will be measured by area in square yards in place. **Slope Restoration, Type B** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type B**.

3. Place **Slope Restoration, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent or as directed by the Engineer. **Slope Restoration, Type C** will be measured by area in square yards in place. **Slope Restoration, Type C** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and High Velocity Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type C**.

4. Place **Slope Restoration, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent or as directed by the Engineer. **Slope Restoration, Type D** will be measured by area in square yards in place. **Slope Restoration, Type D** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type D**.

**APPENDIX A:**

**REQUIRED CONTRACT LANGUAGE FOR FEDERALLY ASSISTED PROJECTS**

**A-1: .....DAVIS BACON WAGE RATES**

**A-2: .....LABOR STANDARDS FOR FEDERALLY ASSISTED PROJECTS**

**A-3: ..... DEBARMENT CERTIFICATION**

**A-4: .....AMERICAN IRON AND STEEL CONTRACT LANGUAGE**

Superseded General Decision Number: MI20210073

State: Michigan

Construction Type: Heavy

County: Van Buren County in Michigan.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.



1 02/25/2022  
2 06/24/2022

CARP0525-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.94	20.59

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ELEC0131-006 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 36.61	7.95+27%

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ENGI0325-018 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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\* ENGI0326-010 06/01/2022

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.13	24.85
GROUP 2.....	\$ 40.83	24.85
GROUP 3.....	\$ 38.18	24.85
GROUP 4.....	\$ 36.47	24.85
GROUP 5.....	\$ 36.47	24.85
GROUP 6.....	\$ 30.16	24.85

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or

longer, tower crane, gantry crane, whirley derrick

GROUP 3: Boring Machine; Bulldozer; Grader/Blade; Roller; Scraper; Tractor; Trencher; regular crane and stiff leg derrick

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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IRON0340-004 06/19/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 24.43	24.67

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LAB00334-011 09/01/2018

SCOPE OF WORK:

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

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.97	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 21.10	12.85
(4) Grade Checker.....	\$ 21.28	12.85
(5) Pipelayer.....	\$ 21.40	12.85

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LAB00355-010 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 24.90	12.95
Pipelayer.....	\$ 20.34	12.85

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PAIN0312-014 06/12/2014

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

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PLAS0016-025 04/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Twps of Bloomingdale, Waverly, Paw Paw, Decatur, Porter, Antwerp, Almena & Pinegrove.....	\$ 22.31	12.83
Twps of South Haven, Covert, Geneva, Bangor, Hartford, Keeler, Hamilton, Lawrence, Arlington & Columbia.....	\$ 24.63	12.88

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PLUM0357-011 07/01/2020

	Rates	Fringes
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PLUMBER.....	\$ 35.20	22.35
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TEAM0007-011 06/01/2020

	Rates	Fringes
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TRUCK DRIVER

Lowboy/Semi-Trailer Truck...	\$ 28.05	.50 + a+b
Tractor Haul Truck.....	\$ 27.80	.50 + a+b

FOOTNOTE:

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

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\* SUMI2010-071 11/09/2010

	Rates	Fringes
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LABORER: Landscape.....	\$ 12.25 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 19.09	2.48
OPERATOR: Loader.....	\$ 19.19	6.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

Wage and Hour Administrator

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

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

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

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

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

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END OF GENERAL DECISIO"

## A-2 LABOR STANDARDS FOR FEDERALLY ASSISTED PROJECTS

### 29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

#### § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of



1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees--(i) Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## A-3 DEBARMENT CERTIFICATION

### **Debarment Certification**

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner.

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name and Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

---

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

## **A - 4 AMERICAN IRON AND STEEL CONTRACT LANGUAGE**

### **American Iron and Steel Contract Language**

The Contractor acknowledges to and for the benefit of the city of Paw Paw ("Purchaser") and the Michigan Department of Environment, Great Lakes, and Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



**APPENDIX B:**

**MAPS AND ADDRESSES**

**B-1: .....DEFINITIONS**

**B-2: ..... MAPS AND ADDRESS SHEETS**

## **APPENDIX B-1**

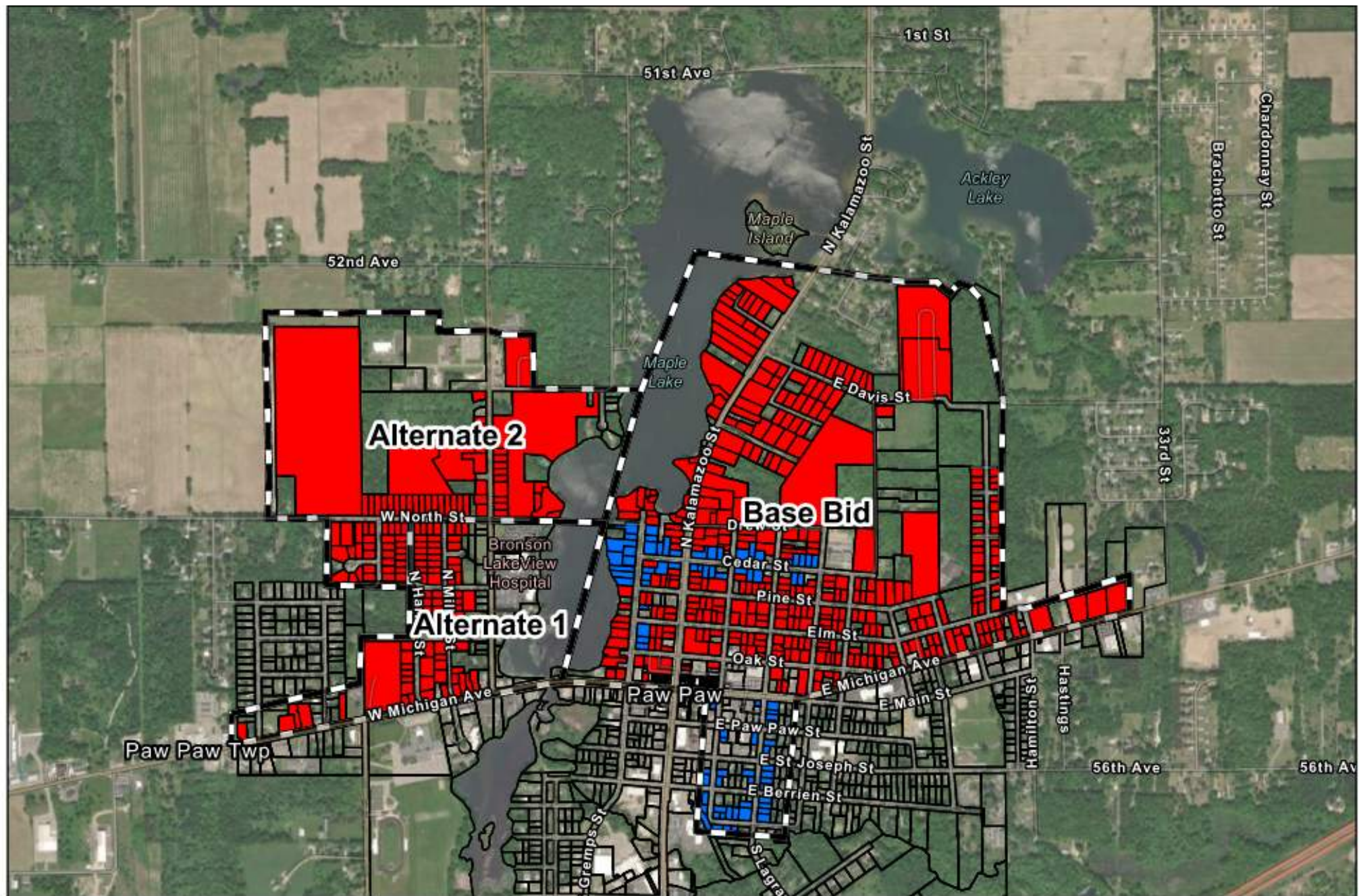
### **DEFINITIONS**

**B1.1 Full Replacement** – Full Replacement will include replacement of the water service from the existing water main to the curb stop shutoff (public) and from the curb stop shutoff to the shutoff valve or 18” inside the building, whichever is shorter (private).

**B1.2 Partial Replacement** – Partial Replacement will include replacement of the water service from the curb stop shutoff to the shutoff valve or 18” inside the building, whichever is shorter (private) or replacement of the water service from the water main to the curb stop shutoff if lead or galvanized steel is only found on the public side of the water service.

## **APPENDIX B-2**

### **MAPS AND ADDRESS SHEETS**



# Village of Paw Paw

Water Service Line Replacement Project  
Base Bid & Alternates

## Legend

Zones

## Replacement Type

None

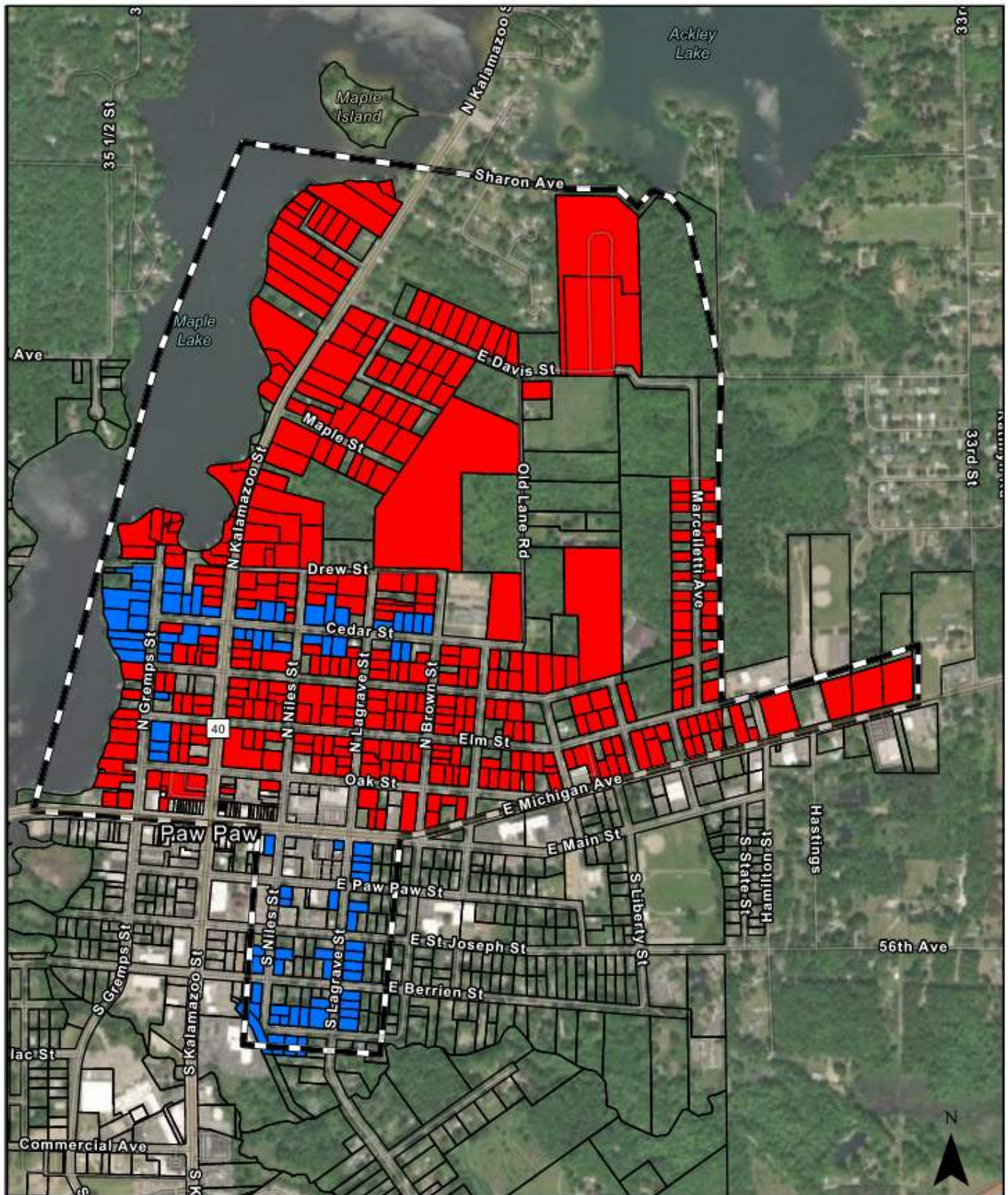
Partial Replacement

Full Replacement

0 500 1,000 2,000 3,000  
Feet







# Village of Paw Paw

Water Service Line Replacement Project  
Base Bid

## Legend

Zones

## Replacement Type

- None
- Partial Replacement
- Full Replacement



<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
1	305 BIRCH LN	Full Replacement	80-47-490-013-00	Base Bid
2	306 BIRCH LN	Full Replacement	80-47-490-016-00	Base Bid
3	309 BIRCH LN	Full Replacement	80-47-490-012-00	Base Bid
4	310 BIRCH LN	Full Replacement	80-47-490-018-00	Base Bid
5	314 BIRCH LN	Full Replacement	80-47-490-018-50	Base Bid
6	315 BIRCH LN	Full Replacement	80-47-490-011-00	Base Bid
7	319 BIRCH LN	Full Replacement	80-47-490-010-00	Base Bid
8	320 BIRCH LN	Full Replacement	80-47-490-019-00	Base Bid
9	321 BIRCH LN	Full Replacement	80-47-490-009-00	Base Bid
10	722 BIRCH LN	Full Replacement	80-47-490-014-00	Base Bid
11	727 BIRCH LN	Full Replacement	80-47-490-002-00	Base Bid
12	729 BIRCH LN	Full Replacement	80-47-490-001-00	Base Bid
13	730 BIRCH LN	Full Replacement	80-47-490-003-50	Base Bid
14	103 CEDAR ST	Partial Replacement	80-47-102-001-00	Base Bid
15	111 CEDAR ST	Partial Replacement	80-47-102-007-00	Base Bid
16	114 CEDAR ST	Partial Replacement	80-47-103-005-02	Base Bid
17	115 CEDAR ST	Partial Replacement	80-47-102-008-00	Base Bid
18	121 CEDAR ST	Partial Replacement	80-47-102-014-00	Base Bid
19	210 CEDAR ST	Partial Replacement	80-47-116-004-50	Base Bid
20	212 CEDAR ST	Partial Replacement	80-47-116-005-00	Base Bid
21	213 CEDAR ST	Partial Replacement	80-47-117-007-00	Base Bid
22	214 CEDAR ST	Partial Replacement	80-47-116-008-00	Base Bid
23	217 CEDAR ST	Partial Replacement	80-47-117-014-50	Base Bid
24	301 CEDAR ST	Partial Replacement	80-47-118-001-00	Base Bid
25	307 CEDAR ST	Partial Replacement	80-47-118-005-10	Base Bid
26	308 CEDAR ST	Partial Replacement	80-47-119-006-00	Base Bid
27	313 CEDAR ST	Partial Replacement	80-47-118-008-00	Base Bid
28	314 CEDAR ST	Partial Replacement	80-47-119-007-00	Base Bid
29	401 CEDAR ST	Partial Replacement	80-47-135-001-00	Base Bid
30	411 CEDAR ST	Partial Replacement	80-47-135-007-00	Base Bid
31	412 CEDAR ST	Partial Replacement	80-47-134-006-00	Base Bid
32	415 CEDAR ST	Partial Replacement	80-47-135-008-00	Base Bid
33	416 CEDAR ST	Partial Replacement	80-47-134-007-00	Base Bid
34	419 CEDAR ST	Partial Replacement	80-47-135-013-50	Base Bid
35	423 CEDAR ST	Partial Replacement	80-47-135-013-00	Base Bid
36	510 CEDAR ST	Full Replacement	80-47-137-006-00	Base Bid
37	555 CEDAR ST	Full Replacement	80-47-151-001-00	Base Bid
38	610 CEDAR ST	Full Replacement	80-47-150-006-00	Base Bid
39	305 DAVIS ST	Full Replacement	80-47-470-002-00	Base Bid
40	306 DAVIS ST	Full Replacement	80-47-490-005-00	Base Bid
41	307 DAVIS ST	Full Replacement	80-47-470-003-00	Base Bid
42	308 DAVIS ST	Full Replacement	80-47-490-006-00	Base Bid
43	309 DAVIS ST	Full Replacement	80-47-470-004-00	Base Bid
44	313 DAVIS ST	Full Replacement	80-47-470-005-00	Base Bid
45	315 DAVIS ST	Full Replacement	80-47-470-006-00	Base Bid
46	316 DAVIS ST	Full Replacement	80-47-490-007-00	Base Bid
47	322 DAVIS ST	Full Replacement	80-47-490-008-00	Base Bid
48	323 DAVIS ST	Full Replacement	80-47-470-007-00	Base Bid
49	325 DAVIS ST	Full Replacement	80-47-470-008-00	Base Bid
50	327 DAVIS ST	Full Replacement	80-47-470-009-00	Base Bid
51	329 DAVIS ST	Full Replacement	80-47-470-010-00	Base Bid
52	210 DREW ST	Full Replacement	80-47-117-006-50	Base Bid
53	213 DREW ST	Full Replacement	80-47-203-007-60	Base Bid
54	217 DREW ST	Full Replacement	80-47-203-007-52	Base Bid

<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
55	223 DREW ST	Full Replacement	80-47-203-008-00	Base Bid
56	414 DREW ST	Full Replacement	80-47-135-009-01	Base Bid
57	424 DREW ST	Full Replacement	80-47-135-018-00	Base Bid
58	429 DREW ST	Full Replacement	80-47-582-057-01	Base Bid
59	211 DYCKMAN ST	Full Replacement	80-47-252-006-00	Base Bid
60	212 DYCKMAN ST	Full Replacement	80-47-257-002-00	Base Bid
61	215 DYCKMAN ST	Full Replacement	80-47-252-007-00	Base Bid
62	111 E MICHIGAN AVE	Full Replacement	80-47-106-002-50	Base Bid
63	238 E MICHIGAN AVE	Partial Replacement	80-47-112-011-00	Base Bid
64	322 E MICHIGAN AVE	Partial Replacement	80-47-123-011-50	Base Bid
65	404 E MICHIGAN AVE	Partial Replacement	80-47-130-003-00	Base Bid
66	407 E MICHIGAN AVE	Full Replacement	80-47-131-004-00	Base Bid
67	409 E MICHIGAN AVE	Full Replacement	80-47-131-005-00	Base Bid
68	421 E MICHIGAN AVE	Full Replacement	80-47-131-009-00	Base Bid
69	501 E MICHIGAN AVE	Full Replacement	80-47-153-001-00	Base Bid
70	513 E MICHIGAN AVE	Full Replacement	80-47-153-005-00	Base Bid
71	633 E MICHIGAN AVE	Full Replacement	80-47-252-005-00	Base Bid
72	711 E MICHIGAN AVE	Full Replacement	80-47-257-003-00	Base Bid
73	715 E MICHIGAN AVE	Full Replacement	80-47-257-008-00	Base Bid
74	717 E MICHIGAN AVE	Full Replacement	80-47-257-009-00	Base Bid
75	723 E MICHIGAN AVE	Full Replacement	80-47-257-012-00	Base Bid
76	803 E MICHIGAN AVE	Full Replacement	80-47-260-001-01	Base Bid
77	807 E MICHIGAN AVE	Full Replacement	80-47-260-004-00	Base Bid
78	903 E MICHIGAN AVE	Full Replacement	80-47-265-001-00	Base Bid
79	905 E MICHIGAN AVE	Full Replacement	80-47-265-004-00	Base Bid
80	915 E MICHIGAN AVE	Full Replacement	80-47-265-005-03	Base Bid
81	919 E MICHIGAN AVE	Full Replacement	80-41-700-014-00	Base Bid
82	929 E MICHIGAN AVE	Full Replacement	80-41-700-012-11	Base Bid
83	1003 E MICHIGAN AVE	Full Replacement	80-41-700-011-00	Base Bid
84	1027 E MICHIGAN AVE	Full Replacement	80-41-700-009-00	Base Bid
85	1037 E MICHIGAN AVE	Full Replacement	80-41-700-015-00	Base Bid
86	1069 E MICHIGAN AVE	Full Replacement	80-41-700-007-00	Base Bid
87	MARCELLETTI AVE	Full Replacement	80-47-308-001-00	Base Bid
88	108 ELM ST	Full Replacement	80-47-105-005-00	Base Bid
89	109 ELM ST	Full Replacement	80-47-104-006-00	Base Bid
90	113 ELM ST	Full Replacement	80-47-104-007-00	Base Bid
91	114 ELM ST	Full Replacement	80-47-105-008-00	Base Bid
92	119 ELM ST	Full Replacement	80-47-104-012-00	Base Bid
93	208 ELM ST	Full Replacement	80-47-114-005-00	Base Bid
94	209 ELM ST	Full Replacement	80-47-115-006-00	Base Bid
95	212 ELM ST	Full Replacement	80-47-114-008-00	Base Bid
96	213 ELM ST	Full Replacement	80-47-115-007-00	Base Bid
97	219 ELM ST	Full Replacement	80-47-115-011-00	Base Bid
98	223 ELM ST	Full Replacement	80-47-115-011-25	Base Bid
99	307 ELM ST	Full Replacement	80-47-120-001-00	Base Bid
100	310 ELM ST	Full Replacement	80-47-121-006-00	Base Bid
101	313 ELM ST	Full Replacement	80-47-120-008-00	Base Bid
102	314 ELM ST	Full Replacement	80-47-121-007-00	Base Bid
103	321 ELM ST	Full Replacement	80-47-120-009-50	Base Bid
104	403 ELM ST	Full Replacement	80-47-133-001-00	Base Bid
105	408 ELM ST	Full Replacement	80-47-132-006-00	Base Bid
106	409 ELM ST	Full Replacement	80-47-133-005-00	Base Bid
107	413 ELM ST	Full Replacement	80-47-133-008-00	Base Bid
108	414 ELM ST	Full Replacement	80-47-132-007-00	Base Bid
109	416 ELM ST	Full Replacement	80-47-132-010-00	Base Bid
110	423 ELM ST	Full Replacement	80-47-133-009-00	Base Bid
111	502 ELM ST	Full Replacement	80-47-139-002-50	Base Bid



<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
112	512 ELM ST	Full Replacement	80-47-139-006-00	Base Bid
113	513 ELM ST	Full Replacement	80-47-138-005-00	Base Bid
114	517 ELM ST	Full Replacement	80-47-138-008-00	Base Bid
115	609 ELM ST	Full Replacement	80-47-149-005-00	Base Bid
116	610 ELM ST	Full Replacement	80-47-148-007-50	Base Bid
117	611 ELM ST	Full Replacement	80-47-149-008-00	Base Bid
118	614 ELM ST	Full Replacement	80-47-252-002-01	Base Bid
119	619 ELM ST	Full Replacement	80-47-251-001-00	Base Bid
120	620 ELM ST	Full Replacement	80-47-252-003-00	Base Bid
121	711 ELM ST	Full Replacement	80-47-258-005-00	Base Bid
122	715 ELM ST	Full Replacement	80-47-258-008-00	Base Bid
123	718 ELM ST	Full Replacement	80-47-257-010-00	Base Bid
124	720 ELM ST	Full Replacement	80-47-257-011-01	Base Bid
125	723 ELM ST	Full Replacement	80-47-258-012-01	Base Bid
126	808 ELM ST	Full Replacement	80-47-260-007-00	Base Bid
127	815 ELM ST	Full Replacement	80-47-301-001-00	Base Bid
128	906 ELM ST	Full Replacement	80-47-265-003-00	Base Bid
129	912 ELM ST	Full Replacement	80-47-265-005-60	Base Bid
130	914 ELM ST	Full Replacement	80-47-265-005-70	Base Bid
131	916 ELM ST	Full Replacement	80-47-265-007-02	Base Bid
132	110 LAKEVIEW TERRACE	Full Replacement	80-47-582-047-00	Base Bid
133	111 LAKEVIEW TERRACE	Full Replacement	80-47-220-007-00	Base Bid
134	115 LAKEVIEW TERRACE	Full Replacement	80-47-220-006-00	Base Bid
135	121 LAKEVIEW TERRACE	Full Replacement	80-47-220-005-00	Base Bid
136	122 LAKEVIEW TERRACE	Full Replacement	80-47-582-045-01	Base Bid
137	129 LAKEVIEW TERRACE	Full Replacement	80-47-220-004-00	Base Bid
138	815 LAKEVIEW TERRACE	Full Replacement	80-47-220-010-00	Base Bid
139	817 LAKEVIEW TERRACE	Full Replacement	80-47-220-009-00	Base Bid
140	823 LAKEVIEW TERRACE	Full Replacement	80-47-220-008-00	Base Bid
141	308 MADISON ST	Full Replacement	80-47-259-001-00	Base Bid
142	309 MADISON ST	Full Replacement	80-47-258-010-00	Base Bid
143	211 MAPLE ST	Full Replacement	80-47-582-055-00	Base Bid
144	301 MAPLE ST	Full Replacement	80-47-490-024-00	Base Bid
145	302 MAPLE ST	Full Replacement	80-47-582-064-01	Base Bid
146	304 MAPLE ST	Full Replacement	80-47-582-064-10	Base Bid
147	305 MAPLE ST	Full Replacement	80-47-490-023-00	Base Bid
148	307 MAPLE ST	Full Replacement	80-47-490-022-00	Base Bid
149	308 MAPLE ST	Full Replacement	80-47-582-065-01	Base Bid
150	310 MAPLE ST	Full Replacement	80-47-582-068-00	Base Bid
151	311 MAPLE ST	Full Replacement	80-47-490-021-00	Base Bid
152	312 MAPLE ST	Full Replacement	80-47-582-066-00	Base Bid
153	301 MARCELLETTI AVE	Full Replacement	80-47-301-002-00	Base Bid
154	302 MARCELLETTI AVE	Full Replacement	80-47-302-001-00	Base Bid
155	309 MARCELLETTI AVE	Full Replacement	80-47-301-003-00	Base Bid
156	315 MARCELLETTI AVE	Full Replacement	80-47-301-004-00	Base Bid
157	316 MARCELLETTI AVE	Full Replacement	80-47-302-004-00	Base Bid
158	401 MARCELLETTI AVE	Full Replacement	80-47-303-001-00	Base Bid
159	402 MARCELLETTI AVE	Full Replacement	80-47-304-001-00	Base Bid
160	405 MARCELLETTI AVE	Full Replacement	80-47-303-003-00	Base Bid
161	501 MARCELLETTI AVE	Full Replacement	80-47-303-004-00	Base Bid
162	502 MARCELLETTI AVE	Full Replacement	80-47-304-003-00	Base Bid
163	505 MARCELLETTI AVE	Full Replacement	80-47-302-006-00	Base Bid
164	506 MARCELLETTI AVE	Full Replacement	80-47-304-005-00	Base Bid
165	508 MARCELLETTI AVE	Full Replacement	80-47-304-006-00	Base Bid
166	509 MARCELLETTI AVE	Full Replacement	80-47-303-007-00	Base Bid
167	601 MARCELLETTI AVE	Full Replacement	80-47-305-001-00	Base Bid
168	608 MARCELLETTI AVE	Full Replacement	80-47-306-002-01	Base Bid



<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
169	609 MARCELLETTI AVE	Full Replacement	80-47-305-003-00	Base Bid
170	616 MARCELLETTI AVE	Full Replacement	80-47-306-005-01	Base Bid
171	619 MARCELLETTI AVE	Full Replacement	80-47-305-005-00	Base Bid
172	622 MARCELLETTI AVE	Full Replacement	80-47-306-006-00	Base Bid
173	703 MARCELLETTI AVE	Full Replacement	80-47-307-001-00	Base Bid
174	705 MARCELLETTI AVE	Full Replacement	80-47-307-002-00	Base Bid
175	706 MARCELLETTI AVE	Full Replacement	80-47-308-002-00	Base Bid
176	708 MARCELLETTI AVE	Full Replacement	80-47-308-003-00	Base Bid
177	709 MARCELLETTI AVE	Full Replacement	80-47-307-003-00	Base Bid
178	108 MUNICIPAL LN	Full Replacement	80-47-106-003-00	Base Bid
179	114 N BROWN ST	Full Replacement	80-47-153-002-00	Base Bid
180	210 N BROWN ST	Full Replacement	80-47-139-002-00	Base Bid
181	212 N BROWN ST	Full Replacement	80-47-139-002-25	Base Bid
182	215 N BROWN ST	Full Replacement	80-47-132-011-00	Base Bid
183	302 N BROWN ST	Full Replacement	80-47-138-001-00	Base Bid
184	304 N BROWN ST	Full Replacement	80-47-138-001-50	Base Bid
185	306 N BROWN ST	Full Replacement	80-47-138-002-00	Base Bid
186	313 N BROWN ST	Full Replacement	80-47-133-011-00	Base Bid
187	318 N BROWN ST	Full Replacement	80-47-138-002-50	Base Bid
188	401 N BROWN ST	Full Replacement	80-47-134-009-00	Base Bid
189	402 N BROWN ST	Full Replacement	80-47-137-001-00	Base Bid
190	409 N BROWN ST	Full Replacement	80-47-134-010-00	Base Bid
191	410 N BROWN ST	Full Replacement	80-47-137-002-00	Base Bid
192	414 N BROWN ST	Full Replacement	80-47-137-002-50	Base Bid
193	507 N BROWN ST	Full Replacement	80-47-135-012-00	Base Bid
194	511 N BROWN ST	Full Replacement	80-47-135-011-00	Base Bid
195	111 N GREMPS ST	Full Replacement	80-47-101-004-11	Base Bid
196	114 N GREMPS ST	Full Replacement	80-47-106-002-00	Base Bid
197	117 N GREMPS ST	Full Replacement	80-47-101-006-00	Base Bid
198	201 N GREMPS ST	Full Replacement	80-47-101-008-00	Base Bid
199	206 N GREMPS ST	Partial Replacement	80-47-105-002-00	Base Bid
200	211 N GREMPS ST	Full Replacement	80-47-101-009-00	Base Bid
201	214 N GREMPS ST	Partial Replacement	80-47-105-003-00	Base Bid
202	217 N GREMPS ST	Full Replacement	80-47-101-009-50	Base Bid
203	219 N GREMPS ST	Full Replacement	80-47-101-010-00	Base Bid
204	305 N GREMPS ST	Full Replacement	80-47-101-011-00	Base Bid
205	306 N GREMPS ST	Partial Replacement	80-47-104-002-00	Base Bid
206	313 N GREMPS ST	Full Replacement	80-47-101-013-00	Base Bid
207	401 N GREMPS ST	Partial Replacement	80-47-101-015-00	Base Bid
208	406 N GREMPS ST	Partial Replacement	80-47-103-002-01	Base Bid
209	407 N GREMPS ST	Partial Replacement	80-47-101-016-00	Base Bid
210	410 N GREMPS ST	Partial Replacement	80-47-103-003-00	Base Bid
211	411 N GREMPS ST	Partial Replacement	80-47-101-017-00	Base Bid
212	414 N GREMPS ST	Full Replacement	80-47-103-004-02	Base Bid
213	415 N GREMPS ST	Partial Replacement	80-47-101-017-50	Base Bid
214	417 N GREMPS ST	Partial Replacement	80-47-101-018-00	Base Bid
215	505 N GREMPS ST	Partial Replacement	80-47-101-020-00	Base Bid
216	510 N GREMPS ST	Partial Replacement	80-47-102-003-00	Base Bid
217	511 N GREMPS ST	Partial Replacement	80-47-101-021-01	Base Bid
218	513 N GREMPS ST	Partial Replacement	80-47-101-022-25	Base Bid
219	514 N GREMPS ST	Partial Replacement	80-47-102-004-00	Base Bid
220	515 N GREMPS ST	Partial Replacement	80-47-101-022-50	Base Bid
221	600 N GREMPS ST	Full Replacement	80-47-102-005-00	Base Bid
222	601 N GREMPS ST	Full Replacement	80-47-582-031-10	Base Bid
223	606 N GREMPS ST	Full Replacement	80-47-582-032-00	Base Bid
224	610 N GREMPS ST	Full Replacement	80-47-582-034-00	Base Bid
225	614 N GREMPS ST	Full Replacement	80-47-582-034-20	Base Bid

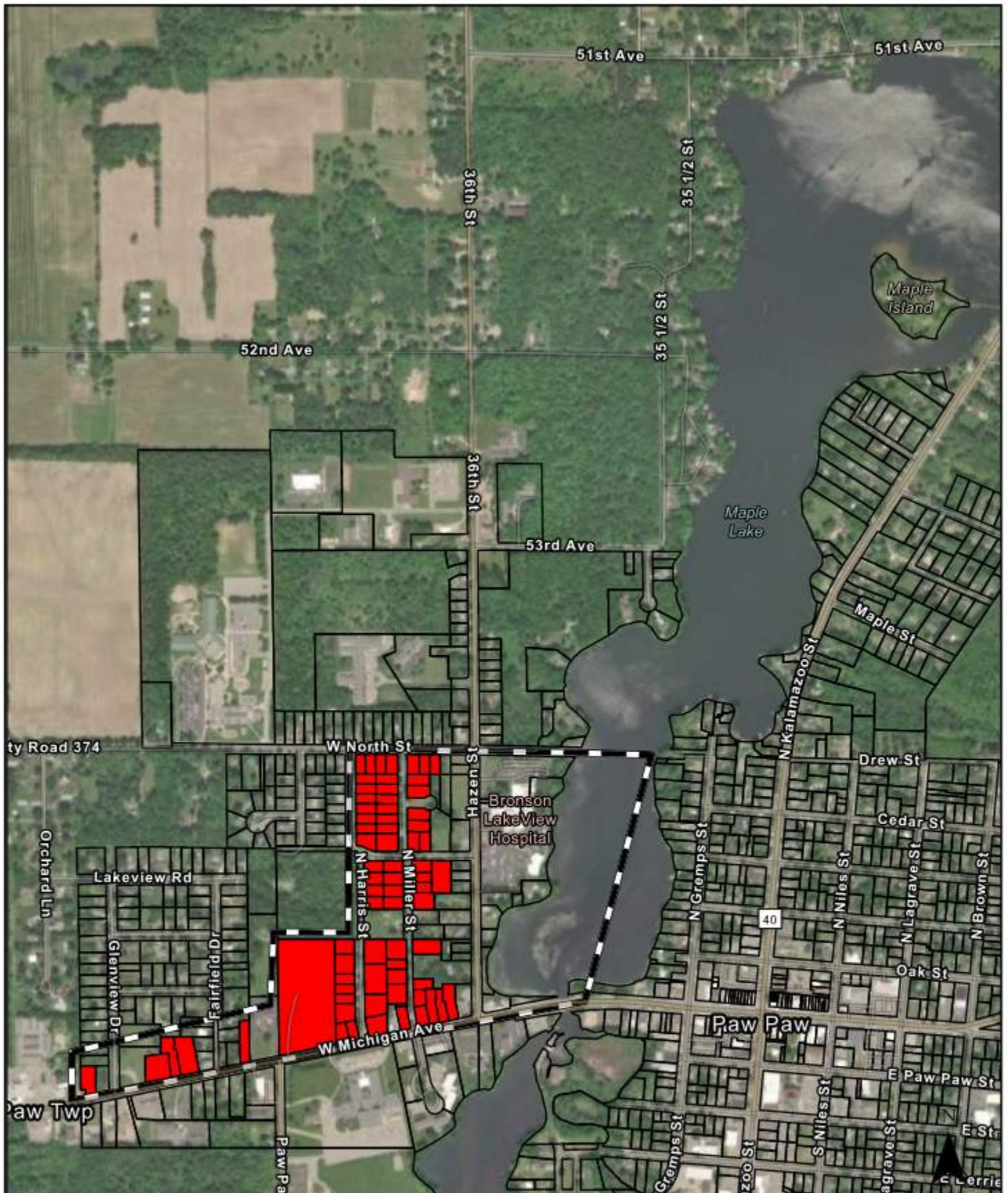
<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
226	618 N GREMPS ST	Full Replacement	80-47-582-034-30	Base Bid
227	620 N GREMPS ST	Full Replacement	80-47-582-034-10	Base Bid
228	625 N GREMPS ST	Full Replacement	80-47-582-030-00	Base Bid
229	629 N GREMPS ST	Full Replacement	80-47-582-031-00	Base Bid
230	118 N KALAMAZOO ST	Full Replacement	80-47-113-001-25	Base Bid
231	125 N KALAMAZOO ST	Full Replacement	80-47-106-010-00	Base Bid
232	200 N KALAMAZOO ST	Full Replacement	80-47-114-001-01	Base Bid
233	201 N KALAMAZOO ST	Full Replacement	80-47-105-012-00	Base Bid
234	211 N KALAMAZOO ST	Full Replacement	80-47-105-010-00	Base Bid
235	215 N KALAMAZOO ST	Full Replacement	80-47-105-009-00	Base Bid
236	300 N KALAMAZOO ST	Full Replacement	80-47-115-001-00	Base Bid
237	306 N KALAMAZOO ST	Full Replacement	80-47-115-002-00	Base Bid
238	307 N KALAMAZOO ST	Full Replacement	80-47-104-011-00	Base Bid
239	310 N KALAMAZOO ST	Full Replacement	80-47-115-003-00	Base Bid
240	312 N KALAMAZOO ST	Full Replacement	80-47-115-004-00	Base Bid
241	403 N KALAMAZOO ST	Full Replacement	80-47-103-012-00	Base Bid
242	404 N KALAMAZOO ST	Full Replacement	80-47-116-001-00	Base Bid
243	406 N KALAMAZOO ST	Full Replacement	80-47-116-002-00	Base Bid
244	407 N KALAMAZOO ST	Full Replacement	80-47-103-010-50	Base Bid
245	410 N KALAMAZOO ST	Full Replacement	80-47-116-003-00	Base Bid
246	411 N KALAMAZOO ST	Full Replacement	80-47-103-010-00	Base Bid
247	412 N KALAMAZOO ST	Partial Replacement	80-47-116-004-00	Base Bid
248	415 N KALAMAZOO ST	Partial Replacement	80-47-103-009-00	Base Bid
249	502 N KALAMAZOO ST	Partial Replacement	80-47-117-001-00	Base Bid
250	506 N KALAMAZOO ST	Full Replacement	80-47-117-002-00	Base Bid
251	507 N KALAMAZOO ST	Full Replacement	80-47-102-013-00	Base Bid
252	508 N KALAMAZOO ST	Full Replacement	80-47-117-003-00	Base Bid
253	509 N KALAMAZOO ST	Full Replacement	80-47-102-012-00	Base Bid
254	514 N KALAMAZOO ST	Full Replacement	80-47-117-004-00	Base Bid
255	515 N KALAMAZOO ST	Full Replacement	80-47-102-009-50	Base Bid
256	517 N KALAMAZOO ST	Full Replacement	80-47-102-009-00	Base Bid
257	601 N KALAMAZOO ST	Full Replacement	80-47-582-035-00	Base Bid
258	601 N KALAMAZOO ST	Full Replacement	80-47-582-035-00	Base Bid
259	603 N KALAMAZOO ST	Full Replacement	80-47-582-036-00	Base Bid
260	604 N KALAMAZOO ST	Full Replacement	80-47-203-007-01	Base Bid
261	610 N KALAMAZOO ST	Full Replacement	80-47-203-006-00	Base Bid
262	611 N KALAMAZOO ST	Full Replacement	80-47-582-037-00	Base Bid
263	622 N KALAMAZOO ST	Full Replacement	80-47-203-005-00	Base Bid
264	628 N KALAMAZOO ST	Full Replacement	80-47-203-004-00	Base Bid
265	629 N KALAMAZOO ST	Full Replacement	80-47-582-039-00	Base Bid
266	634 N KALAMAZOO ST	Full Replacement	80-47-203-003-50	Base Bid
267	637 N KALAMAZOO ST	Full Replacement	80-47-582-038-00	Base Bid
268	642 N KALAMAZOO ST	Full Replacement	80-47-203-002-00	Base Bid
269	650 N KALAMAZOO ST	Full Replacement	80-47-203-001-00	Base Bid
270	704 N KALAMAZOO ST	Full Replacement	80-47-582-053-00	Base Bid
271	705 N KALAMAZOO ST	Full Replacement	80-47-582-052-20	Base Bid
272	707 N KALAMAZOO ST	Full Replacement	80-47-582-052-01	Base Bid
273	710 N KALAMAZOO ST	Full Replacement	80-47-582-056-00	Base Bid
274	711 N KALAMAZOO ST	Full Replacement	80-47-582-043-02	Base Bid
275	718 N KALAMAZOO ST	Full Replacement	80-47-582-061-00	Base Bid
276	725 N KALAMAZOO ST	Full Replacement	80-47-582-052-35	Base Bid
277	726 N KALAMAZOO ST	Full Replacement	80-47-582-058-00	Base Bid
278	728 N KALAMAZOO ST	Full Replacement	80-47-582-059-00	Base Bid
279	729 N KALAMAZOO ST	Full Replacement	80-47-582-050-00	Base Bid
280	730 N KALAMAZOO ST	Full Replacement	80-47-582-060-00	Base Bid
281	731 N KALAMAZOO ST	Full Replacement	80-47-582-049-00	Base Bid
282	803 N KALAMAZOO ST	Full Replacement	80-47-582-048-00	Base Bid

<b>#</b>	<b>Address</b>	<b>Replacement Type</b>	<b>Parcel Number</b>	<b>Bid Package</b>
283	809 N KALAMAZOO ST	Full Replacement	80-47-582-046-50	Base Bid
284	829 N KALAMAZOO ST	Full Replacement	80-47-582-101-00	Base Bid
285	833 N KALAMAZOO ST	Full Replacement	80-47-582-102-05	Base Bid
286	839 N KALAMAZOO ST	Full Replacement	80-47-582-105-00	Base Bid
287	202 N LA GRAVE ST	Full Replacement	80-47-132-001-00	Base Bid
288	205 N LA GRAVE ST	Full Replacement	80-47-121-012-00	Base Bid
289	207 N LA GRAVE ST	Full Replacement	80-47-121-010-50	Base Bid
290	208 N LA GRAVE ST	Full Replacement	80-47-132-002-00	Base Bid
291	213 N LA GRAVE ST	Full Replacement	80-47-121-010-00	Base Bid
292	214 N LA GRAVE ST	Full Replacement	80-47-132-002-50	Base Bid
293	305 N LA GRAVE ST	Full Replacement	80-47-120-009-00	Base Bid
294	306 N LA GRAVE ST	Full Replacement	80-47-133-001-50	Base Bid
295	312 N LA GRAVE ST	Full Replacement	80-47-133-002-00	Base Bid
296	313 N LA GRAVE ST	Full Replacement	80-47-120-010-00	Base Bid
297	400 N LA GRAVE ST	Full Replacement	80-47-134-001-00	Base Bid
298	406 N LA GRAVE ST	Full Replacement	80-47-134-001-50	Base Bid
299	410 N LA GRAVE ST	Full Replacement	80-47-134-002-00	Base Bid
300	411 N LA GRAVE ST	Full Replacement	80-47-119-011-50	Base Bid
301	504 N LA GRAVE ST	Full Replacement	80-47-135-002-00	Base Bid
302	507 N LA GRAVE ST	Full Replacement	80-47-118-007-00	Base Bid
303	508 N LA GRAVE ST	Full Replacement	80-47-135-003-00	Base Bid
304	510 N LA GRAVE ST	Full Replacement	80-47-135-003-50	Base Bid
305	511 N LA GRAVE ST	Full Replacement	80-47-118-016-01	Base Bid
306	518 N LA GRAVE ST	Full Replacement	80-47-135-005-01	Base Bid
307	119 N NILES ST	Full Replacement	80-47-113-010-00	Base Bid
308	208 N NILES ST	Full Replacement	80-47-121-002-00	Base Bid
309	212 N NILES ST	Full Replacement	80-47-121-002-50	Base Bid
310	213 N NILES ST	Full Replacement	80-47-114-009-00	Base Bid
311	312 N NILES ST	Full Replacement	80-47-120-004-10	Base Bid
312	313 N NILES ST	Full Replacement	80-47-115-011-50	Base Bid
313	315 N NILES ST	Full Replacement	80-47-115-009-00	Base Bid
314	405 N NILES ST	Full Replacement	80-47-116-007-00	Base Bid
315	409 N NILES ST	Partial Replacement	80-47-116-010-00	Base Bid
316	410 N NILES ST	Full Replacement	80-47-119-002-00	Base Bid
317	414 N NILES ST	Partial Replacement	80-47-119-002-50	Base Bid
318	505 N NILES ST	Full Replacement	80-47-117-014-00	Base Bid
319	508 N NILES ST	Full Replacement	80-47-118-002-00	Base Bid
320	509 N NILES ST	Full Replacement	80-47-117-012-01	Base Bid
321	513 N NILES ST	Full Replacement	80-47-117-011-00	Base Bid
322	514 N NILES ST	Full Replacement	80-47-118-003-00	Base Bid
323	518 N NILES ST	Full Replacement	80-47-118-013-00	Base Bid
324	519 N NILES ST	Full Replacement	80-47-117-010-00	Base Bid
325	208 N VAN BUREN ST	Full Replacement	80-47-148-002-00	Base Bid
326	312 N VAN BUREN ST	Full Replacement	80-47-149-002-00	Base Bid
327	313 N VAN BUREN ST	Full Replacement	80-47-138-007-00	Base Bid
328	416 N VAN BUREN ST	Full Replacement	80-47-150-002-00	Base Bid
329	105 OAK ST	Partial Replacement	80-47-105-001-00	Base Bid
330	109 OAK ST	Full Replacement	80-47-105-006-00	Base Bid
331	113 OAK ST	Full Replacement	80-47-105-007-00	Base Bid
332	221 OAK ST	Full Replacement	80-47-114-011-00	Base Bid
333	309 OAK ST	Full Replacement	80-47-121-005-00	Base Bid
334	313 OAK ST	Full Replacement	80-47-121-008-00	Base Bid
335	321 OAK ST	Full Replacement	80-47-121-012-50	Base Bid
336	402 OAK ST	Full Replacement	80-47-131-002-00	Base Bid
337	411 OAK ST	Full Replacement	80-47-132-005-00	Base Bid
338	415 OAK ST	Full Replacement	80-47-132-008-10	Base Bid
339	423 OAK ST	Full Replacement	80-47-132-009-10	Base Bid

#	Address	Replacement Type	Parcel Number	Bid Package
340	503 OAK ST	Full Replacement	80-47-139-001-00	Base Bid
341	509 OAK ST	Full Replacement	80-47-139-004-00	Base Bid
342	510 OAK ST	Full Replacement	80-47-153-003-00	Base Bid
343	511 OAK ST	Full Replacement	80-47-139-005-00	Base Bid
344	517 OAK ST	Full Replacement	80-47-139-008-00	Base Bid
345	601 OAK ST	Full Replacement	80-47-148-001-00	Base Bid
346	607 OAK ST	Full Replacement	80-47-148-004-00	Base Bid
347	609 OAK ST	Full Replacement	80-47-148-005-00	Base Bid
348	615 OAK ST	Full Replacement	80-47-148-008-50	Base Bid
349	621 OAK ST	Full Replacement	80-47-252-001-00	Base Bid
350	800 OLD LANE RD	Full Replacement	80-47-582-069-10	Base Bid
351	101 PINE ST	Partial Replacement	80-47-103-001-51	Base Bid
352	102 PINE ST	Full Replacement	80-47-104-003-00	Base Bid
353	106 PINE ST	Full Replacement	80-47-104-003-50	Base Bid
354	109 PINE ST	Full Replacement	80-47-103-001-00	Base Bid
355	111 PINE ST	Full Replacement	80-47-103-007-00	Base Bid
356	113 PINE ST	Full Replacement	80-47-103-007-50	Base Bid
357	208 PINE ST	Full Replacement	80-47-115-005-00	Base Bid
358	209 PINE ST	Full Replacement	80-47-116-006-00	Base Bid
359	210 PINE ST	Full Replacement	80-47-115-008-00	Base Bid
360	305 PINE ST	Full Replacement	80-47-119-001-10	Base Bid
361	309 PINE ST	Full Replacement	80-47-119-005-00	Base Bid
362	313 PINE ST	Full Replacement	80-47-119-008-00	Base Bid
363	314 PINE ST	Full Replacement	80-47-120-007-00	Base Bid
364	317 PINE ST	Full Replacement	80-47-119-009-00	Base Bid
365	323 PINE ST	Full Replacement	80-47-119-012-00	Base Bid
366	408 PINE ST	Full Replacement	80-47-133-006-00	Base Bid
367	409 PINE ST	Full Replacement	80-47-134-005-00	Base Bid
368	414 PINE ST	Full Replacement	80-47-133-007-00	Base Bid
369	415 PINE ST	Full Replacement	80-47-134-008-00	Base Bid
370	418 PINE ST	Full Replacement	80-47-133-010-00	Base Bid
371	505 PINE ST	Full Replacement	80-47-137-005-50	Base Bid
372	510 PINE ST	Full Replacement	80-47-138-006-00	Base Bid
373	513 PINE ST	Full Replacement	80-47-137-005-00	Base Bid
374	601 PINE ST	Full Replacement	80-47-150-001-00	Base Bid
375	604 PINE ST	Full Replacement	80-47-149-003-00	Base Bid
376	605 PINE ST	Full Replacement	80-47-150-004-00	Base Bid
377	610 PINE ST	Full Replacement	80-47-149-007-00	Base Bid
378	613 PINE ST	Full Replacement	80-47-150-005-00	Base Bid
379	617 PINE ST	Full Replacement	80-47-582-074-00	Base Bid
380	619 PINE ST	Full Replacement	80-47-582-076-00	Base Bid
381	703 PINE ST	Full Replacement	80-47-582-079-00	Base Bid
382	707 PINE ST	Full Replacement	80-47-582-080-00	Base Bid
383	710 PINE ST	Full Replacement	80-47-258-006-00	Base Bid
384	721 PINE ST	Full Replacement	80-47-582-081-00	Base Bid
385	107 S LA GRAVE ST	Partial Replacement	80-47-130-002-00	Base Bid
386	111 S LA GRAVE ST	Partial Replacement	80-47-130-001-50	Base Bid
387	115 S LA GRAVE ST	Partial Replacement	80-47-130-001-00	Base Bid
388	202 S LA GRAVE ST	Partial Replacement	80-47-124-011-00	Base Bid
389	207 S LA GRAVE ST	Partial Replacement	80-47-129-002-00	Base Bid
390	213 S LA GRAVE ST	Partial Replacement	80-47-129-001-00	Base Bid
391	303 S LA GRAVE ST	Partial Replacement	80-47-128-002-50	Base Bid
392	307 S LA GRAVE ST	Partial Replacement	80-47-128-002-00	Base Bid
393	308 S LA GRAVE ST	Partial Replacement	80-47-125-010-50	Base Bid
394	311 S LA GRAVE ST	Partial Replacement	80-47-128-001-50	Base Bid
395	312 S LA GRAVE ST	Partial Replacement	80-47-125-012-00	Base Bid
396	313 S LA GRAVE ST	Partial Replacement	80-47-128-001-00	Base Bid

#	Address	Replacement Type	Parcel Number	Bid Package
397	401 S LA GRAVE ST	Partial Replacement	80-47-127-002-50	Base Bid
398	404 S LA GRAVE ST	Partial Replacement	80-47-126-011-50	Base Bid
399	405 S LA GRAVE ST	Partial Replacement	80-47-127-002-00	Base Bid
400	408 S LA GRAVE ST	Partial Replacement	80-47-126-009-00	Base Bid
401	411 S LA GRAVE ST	Partial Replacement	80-47-127-004-00	Base Bid
402	413 S LA GRAVE ST	Partial Replacement	80-47-127-001-00	Base Bid
403	203 S NILES ST	Partial Replacement	80-47-124-002-00	Base Bid
404	209 S NILES ST	Partial Replacement	80-47-124-002-50	Base Bid
405	306 S NILES ST	Partial Replacement	80-47-110-010-00	Base Bid
406	307 S NILES ST	Partial Replacement	80-47-125-001-50	Base Bid
407	312 S NILES ST	Partial Replacement	80-47-110-012-00	Base Bid
408	313 S NILES ST	Partial Replacement	80-47-125-001-00	Base Bid
409	402 S NILES ST	Partial Replacement	80-47-156-005-00	Base Bid
410	408 S NILES ST	Partial Replacement	80-47-156-006-00	Base Bid
411	409 S NILES ST	Partial Replacement	80-47-126-001-00	Base Bid
412	412 S NILES ST	Partial Replacement	80-47-161-002-01	Base Bid
413	413 S NILES ST	Partial Replacement	80-47-126-001-50	Base Bid
414	901 SYCAMORE ST	Full Replacement	80-47-306-001-00	Base Bid
415	100 W MICHIGAN AVE	Full Replacement	80-47-101-001-01	Base Bid
416	108 W MICHIGAN AVE	Full Replacement	80-47-101-002-00	Base Bid
417	304 WATER ST	Partial Replacement	80-47-157-001-00	Base Bid
418	306 WATER ST	Partial Replacement	80-47-157-003-00	Base Bid
419	307 WATER ST	Partial Replacement	80-47-126-004-00	Base Bid
420	309 WATER ST	Partial Replacement	80-47-126-005-00	Base Bid
421	312 WATER ST	Partial Replacement	80-47-157-004-00	Base Bid
422	313 WATER ST	Partial Replacement	80-47-126-008-00	Base Bid
423	WOODFIELD CIR	Full Replacement	80-47-582-086-11	Base Bid
424	541 WOODFIELD CIR	Full Replacement	80-47-582-086-20	Base Bid
425	208 WOODMAN ST	Full Replacement	80-47-265-002-00	Base Bid
426	211 WOODMAN ST	Full Replacement	80-47-260-006-00	Base Bid
	<b>Base Bid Summary*</b>			
	<b>Full Replacements</b>	343	<b>*Note:</b>	
	<b>Partial Replacements</b>	83	Count is assumed and will need to be verified in the field	
	<b>LSLR Parcel Count</b>	426		





# Village of Paw Paw

Water Service Line Replacement Project

Alternate 1

0 500 1,000 2,000 3,000 Feet

## Legend

Zones

## Replacement Type

None

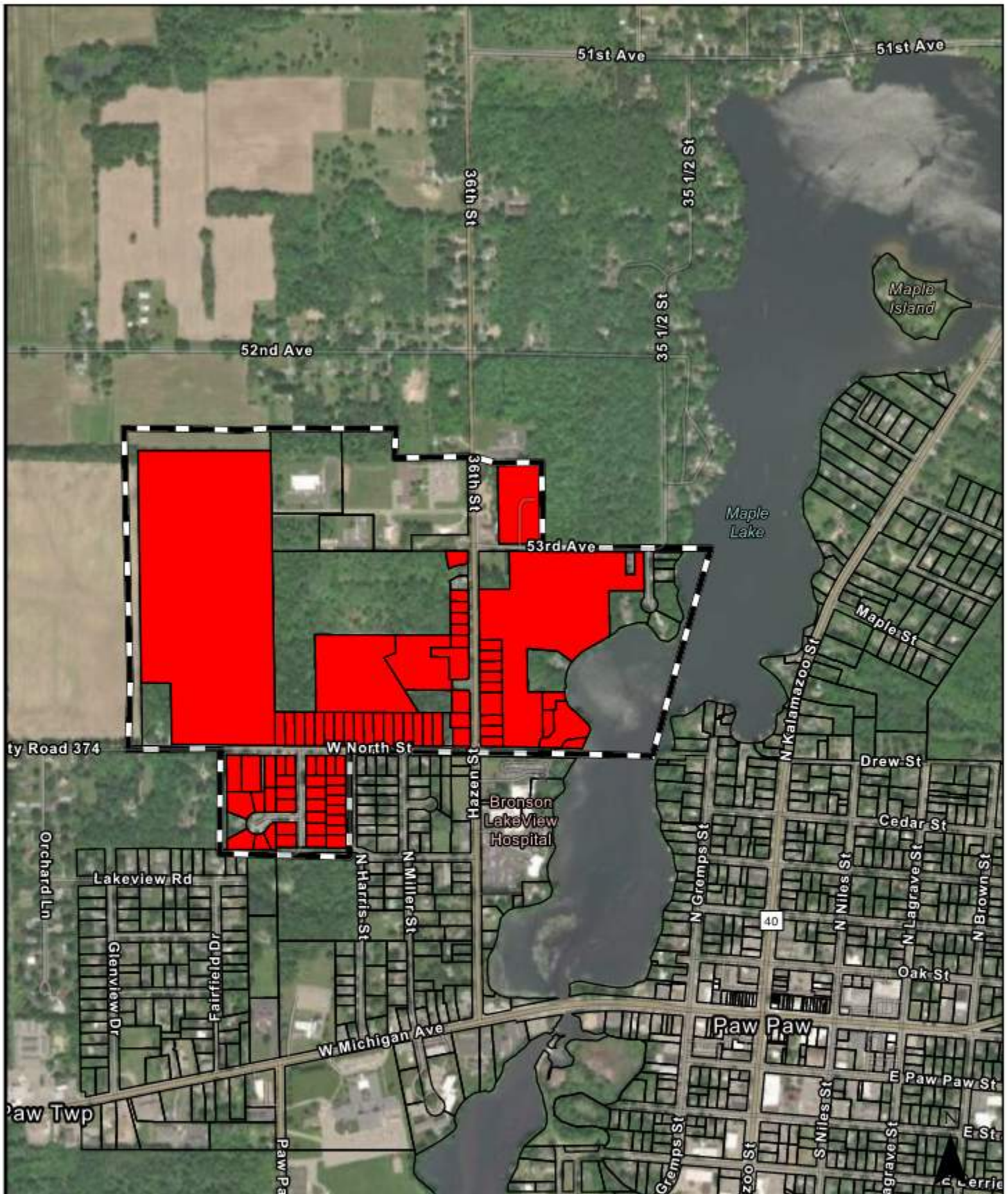
Partial Replacement

Full Replacement

#	ADDRESS	REPLACEMENT TYPE	PARCEL NUMBER	BID PACKAGE
1	109 HARRIS ST	Full Replacement	80-47-175-019-01	Alternate 1
2	110 HARRIS ST	Full Replacement	80-47-176-005-00	Alternate 1
3	113 HARRIS ST	Full Replacement	80-47-175-018-00	Alternate 1
4	117 HARRIS ST	Full Replacement	80-47-175-017-00	Alternate 1
5	119 HARRIS ST	Full Replacement	80-47-175-016-00	Alternate 1
6	120 HARRIS ST	Full Replacement	80-47-176-007-00	Alternate 1
7	124 HARRIS ST	Full Replacement	80-47-176-010-00	Alternate 1
8	125 HARRIS ST	Full Replacement	80-47-175-014-00	Alternate 1
9	133 HARRIS ST	Full Replacement	80-47-175-014-10	Alternate 1
10	302 HARRIS ST	Full Replacement	80-47-392-028-00	Alternate 1
11	306 HARRIS ST	Full Replacement	80-47-392-027-00	Alternate 1
12	310 HARRIS ST	Full Replacement	80-47-392-026-00	Alternate 1
13	404 HARRIS ST	Full Replacement	80-47-371-015-00	Alternate 1
14	408 HARRIS ST	Full Replacement	80-47-371-014-00	Alternate 1
15	412 HARRIS ST	Full Replacement	80-47-371-013-00	Alternate 1
16	416 HARRIS ST	Full Replacement	80-47-371-012-00	Alternate 1
17	420 HARRIS ST	Full Replacement	80-47-371-011-00	Alternate 1
18	502 HARRIS ST	Full Replacement	80-47-371-010-00	Alternate 1
19	506 HARRIS ST	Full Replacement	80-47-371-009-00	Alternate 1
20	110 MILLER ST	Full Replacement	80-47-177-005-50	Alternate 1
21	111 MILLER ST	Full Replacement	80-47-176-016-00	Alternate 1
22	116 MILLER ST	Full Replacement	80-47-177-007-00	Alternate 1
23	117 MILLER ST	Full Replacement	80-47-176-015-00	Alternate 1
24	123 MILLER ST	Full Replacement	80-47-176-013-00	Alternate 1
25	129 MILLER ST	Full Replacement	80-47-176-012-00	Alternate 1
26	130 MILLER ST	Full Replacement	80-47-177-011-00	Alternate 1
27	301 MILLER ST	Full Replacement	80-47-392-029-00	Alternate 1
28	302 MILLER ST	Full Replacement	80-47-581-032-00	Alternate 1
29	308 MILLER ST	Full Replacement	80-47-392-035-00	Alternate 1
30	309 MILLER ST	Full Replacement	80-47-392-030-00	Alternate 1
31	310 MILLER ST	Full Replacement	80-47-392-034-00	Alternate 1
32	311 MILLER ST	Full Replacement	80-47-392-031-00	Alternate 1
33	402 MILLER ST	Full Replacement	80-47-391-017-00	Alternate 1
34	403 MILLER ST	Full Replacement	80-47-391-018-00	Alternate 1
35	407 MILLER ST	Full Replacement	80-47-391-019-00	Alternate 1
36	410 MILLER ST	Full Replacement	80-47-391-013-00	Alternate 1
37	411 MILLER ST	Full Replacement	80-47-391-020-00	Alternate 1
38	414 MILLER ST	Full Replacement	80-47-391-012-00	Alternate 1
39	415 MILLER ST	Full Replacement	80-47-391-021-00	Alternate 1
40	419 MILLER ST	Full Replacement	80-47-391-022-00	Alternate 1
41	423 MILLER ST	Full Replacement	80-47-391-023-00	Alternate 1
42	427 MILLER ST	Full Replacement	80-47-391-024-00	Alternate 1
43	502 MILLER ST	Full Replacement	80-47-391-008-00	Alternate 1
44	504 MILLER ST	Full Replacement	80-47-391-007-00	Alternate 1
45	511 MILLER ST	Full Replacement	80-47-390-002-00	Alternate 1
46	512 MILLER ST	Full Replacement	80-47-390-003-00	Alternate 1
47	211 NORTH ST	Full Replacement	80-47-390-005-00	Alternate 1
48	217 NORTH ST	Full Replacement	80-47-390-004-00	Alternate 1
49	309 NORTH ST	Full Replacement	80-47-390-001-00	Alternate 1
50	315 NORTH ST	Full Replacement	80-47-370-008-00	Alternate 1
51	319 NORTH ST	Full Replacement	80-47-370-007-00	Alternate 1
52	206 W MICHIGAN AVE	Full Replacement	80-47-177-002-00	Alternate 1

#	ADDRESS	REPLACEMENT TYPE	PARCEL NUMBER	BID PACKAGE
53	210 W MICHIGAN AVE	Full Replacement	80-47-177-003-00	Alternate 1
54	214 W MICHIGAN AVE	Full Replacement	80-47-177-004-00	Alternate 1
55	220 W MICHIGAN AVE	Full Replacement	80-47-177-005-00	Alternate 1
56	300 W MICHIGAN AVE	Full Replacement	80-47-176-001-00	Alternate 1
57	320 W MICHIGAN AVE	Full Replacement	80-47-176-003-00	Alternate 1
58	400 W MICHIGAN AVE	Full Replacement	80-47-175-001-00	Alternate 1
59	408 W MICHIGAN AVE	Full Replacement	80-47-175-002-00	Alternate 1
60	420 W MICHIGAN AVE	Full Replacement	80-47-162-001-00	Alternate 1
61	510 W MICHIGAN AVE	Full Replacement	80-47-533-001-00	Alternate 1
62	608 W MICHIGAN AVE	Full Replacement	80-47-532-017-00	Alternate 1
63	612 W MICHIGAN AVE	Full Replacement	80-47-532-016-00	Alternate 1
64	616 W MICHIGAN AVE	Full Replacement	80-47-532-015-01	Alternate 1
65	706 W MICHIGAN AVE	Full Replacement	80-47-531-001-60	Alternate 1
66	211 WILLARD ST	Full Replacement	80-47-392-036-00	Alternate 1
67	214 WILLARD ST	Full Replacement	80-47-391-016-00	Alternate 1
68	219 WILLARD ST	Full Replacement	80-47-392-033-00	Alternate 1
69	303 WILLARD ST	Full Replacement	80-47-392-032-00	Alternate 1
70	319 WILLARD ST	Full Replacement	80-47-392-025-00	Alternate 1
	<b>Alternate 1 Summary*</b>			
	<b>Full Replacements</b>	70	*Note:	
	<b>Partial Replacements</b>	0	Count is assumed and will need to be verified in the field	
	<b>LSLR Parcel Count</b>	70		





# Village of Paw Paw

## Water Service Line Replacement Project

### Alternate 2

0 500 1,000 2,000 3,000 Feet

#### Legend

Zones

#### Replacement Type

- None
- Partial Replacement
- Full Replacement

#	ADDRESS	REPLACEMENT TYPE	PARCEL NUMBER	BID PACKAGE
1	401 CHARLES ST	Full Replacement	80-47-410-007-00	Alternate 2
2	402 CHARLES ST	Full Replacement	80-47-410-006-00	Alternate 2
3	405 CHARLES ST	Full Replacement	80-47-410-008-00	Alternate 2
4	406 CHARLES ST	Full Replacement	80-47-410-005-00	Alternate 2
5	412 CHARLES ST	Full Replacement	80-47-410-004-00	Alternate 2
6	415 CHARLES ST	Full Replacement	80-47-410-009-00	Alternate 2
7	416 CHARLES ST	Full Replacement	80-47-410-003-00	Alternate 2
8	419 CHARLES ST	Full Replacement	80-47-410-010-00	Alternate 2
9	420 CHARLES ST	Full Replacement	80-47-410-002-00	Alternate 2
10	502 CHARLES ST	Full Replacement	80-47-410-001-00	Alternate 2
11	503 CHARLES ST	Full Replacement	80-47-410-011-00	Alternate 2
12	601 GEORGE CT	Full Replacement	80-47-410-020-00	Alternate 2
13	602 GEORGE CT	Full Replacement	80-47-410-013-00	Alternate 2
14	605 GEORGE CT	Full Replacement	80-47-410-019-00	Alternate 2
15	606 GEORGE CT	Full Replacement	80-47-410-014-00	Alternate 2
16	609 GEORGE CT	Full Replacement	80-47-410-018-01	Alternate 2
17	610 GEORGE CT	Full Replacement	80-47-410-015-01	Alternate 2
18	403 HARRIS ST	Full Replacement	80-47-371-016-00	Alternate 2
19	407 HARRIS ST	Full Replacement	80-47-371-017-00	Alternate 2
20	411 HARRIS ST	Full Replacement	80-47-371-018-00	Alternate 2
21	415 HARRIS ST	Full Replacement	80-47-371-019-00	Alternate 2
22	419 HARRIS ST	Full Replacement	80-47-371-020-00	Alternate 2
23	503 HARRIS ST	Full Replacement	80-47-371-021-00	Alternate 2
24	507 HARRIS ST	Full Replacement	80-47-371-022-00	Alternate 2
25	HAZEN ST	Full Replacement	80-47-581-033-50	Alternate 2
26	608 HAZEN ST	Full Replacement	80-47-430-010-00	Alternate 2
27	610 HAZEN ST	Full Replacement	80-47-430-009-00	Alternate 2
28	611 HAZEN ST	Full Replacement	80-47-350-001-50	Alternate 2
29	612 HAZEN ST	Full Replacement	80-47-430-008-00	Alternate 2
30	619 HAZEN ST	Full Replacement	80-47-450-001-00	Alternate 2
31	620 HAZEN ST	Full Replacement	80-47-430-006-00	Alternate 2
32	628 HAZEN ST	Full Replacement	80-47-430-005-00	Alternate 2
33	675 HAZEN ST	Full Replacement	80-47-581-033-25	Alternate 2
34	701 HAZEN ST	Full Replacement	80-47-450-003-01	Alternate 2
35	702 HAZEN ST	Full Replacement	80-47-430-004-00	Alternate 2
36	706 HAZEN ST	Full Replacement	80-47-430-003-00	Alternate 2
37	708 HAZEN ST	Full Replacement	80-47-430-002-00	Alternate 2
38	711 HAZEN ST	Full Replacement	80-47-450-004-01	Alternate 2
39	712 HAZEN ST	Full Replacement	80-47-430-001-00	Alternate 2
40	716 HAZEN ST	Full Replacement	80-47-582-001-05	Alternate 2
41	717 HAZEN ST	Full Replacement	80-47-450-005-00	Alternate 2
42	721 HAZEN ST	Full Replacement	80-47-450-006-00	Alternate 2
43	725 HAZEN ST	Full Replacement	80-47-450-007-00	Alternate 2
44	729 HAZEN ST	Full Replacement	80-47-450-008-00	Alternate 2
45	741 HAZEN ST	Full Replacement	80-47-450-010-00	Alternate 2
46	150 LAKE ST	Full Replacement	80-47-582-010-50	Alternate 2
47	131 NORTH ST	Full Replacement	80-47-582-008-00	Alternate 2
48	132 NORTH ST	Full Replacement	80-47-582-009-00	Alternate 2
49	134 NORTH ST	Full Replacement	80-47-582-007-00	Alternate 2
50	138 NORTH ST	Full Replacement	80-47-582-010-00	Alternate 2
51	202 NORTH ST	Full Replacement	80-47-350-001-10	Alternate 2
52	218 NORTH ST	Full Replacement	80-47-350-002-00	Alternate 2
53	220 NORTH ST	Full Replacement	80-47-350-003-00	Alternate 2
54	222 NORTH ST	Full Replacement	80-47-350-004-00	Alternate 2

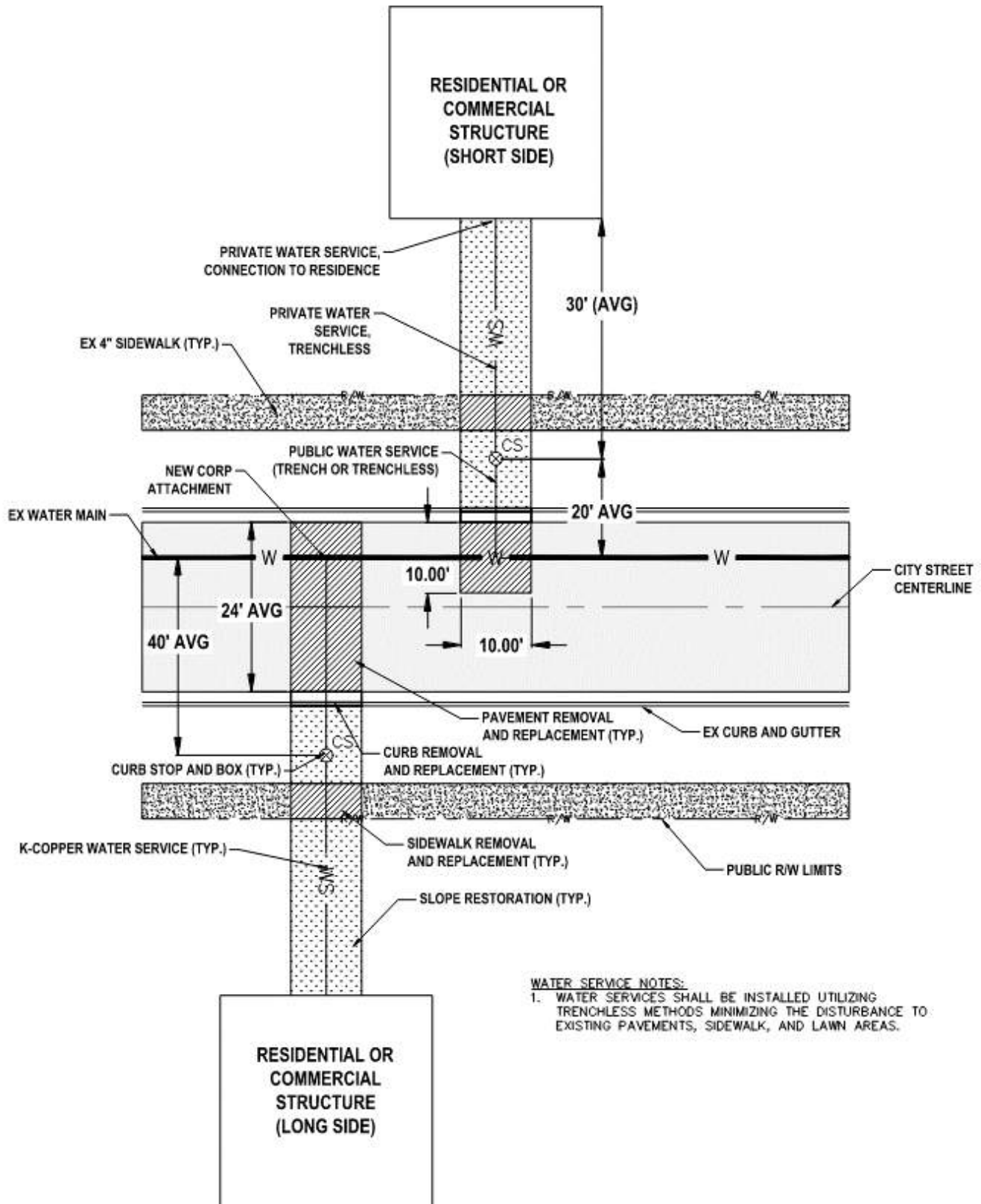
#	ADDRESS	REPLACEMENT TYPE	PARCEL NUMBER	BID PACKAGE
55	300 NORTH ST	Full Replacement	80-47-350-005-00	Alternate 2
56	304 NORTH ST	Full Replacement	80-47-350-006-00	Alternate 2
57	308 NORTH ST	Full Replacement	80-47-350-007-00	Alternate 2
58	312 NORTH ST	Full Replacement	80-47-350-008-00	Alternate 2
59	316 NORTH ST	Full Replacement	80-47-350-009-00	Alternate 2
60	320 NORTH ST	Full Replacement	80-47-350-010-00	Alternate 2
61	402 NORTH ST	Full Replacement	80-47-350-011-00	Alternate 2
62	403 NORTH ST	Full Replacement	80-47-370-006-00	Alternate 2
63	406 NORTH ST	Full Replacement	80-47-350-012-00	Alternate 2
64	407 NORTH ST	Full Replacement	80-47-370-005-00	Alternate 2
65	408 NORTH ST	Full Replacement	80-47-350-013-00	Alternate 2
66	411 NORTH ST	Full Replacement	80-47-370-004-00	Alternate 2
67	412 NORTH ST	Full Replacement	80-47-350-014-00	Alternate 2
68	415 NORTH ST	Full Replacement	80-47-370-003-00	Alternate 2
69	416 NORTH ST	Full Replacement	80-47-350-015-00	Alternate 2
70	420 NORTH ST	Full Replacement	80-47-350-016-00	Alternate 2
71	501 NORTH ST	Full Replacement	80-47-370-002-00	Alternate 2
72	502 NORTH ST	Full Replacement	80-47-350-017-00	Alternate 2
73	505 NORTH ST	Full Replacement	80-47-370-001-00	Alternate 2
74	508 NORTH ST	Full Replacement	80-47-350-018-00	Alternate 2
75	512 NORTH ST	Full Replacement	80-47-581-034-01	Alternate 2
76	601 NORTH ST	Full Replacement	80-47-410-012-00	Alternate 2
77	607 NORTH ST	Full Replacement	80-47-581-036-00	Alternate 2
78	611 NORTH ST	Full Replacement	80-47-581-037-00	Alternate 2
	<b>Alternate 2 Summary*</b>			
	<b>Full Replacements</b>	78	*Note:	
	<b>Partial Replacements</b>	0	Count is assumed and will need to be verified in the field	
	<b>LSLR Parcel Count</b>	78		

**APPENDIX C:**

**DETAIL SHEETS**

**C-1: .....TYPICAL DETAILS**





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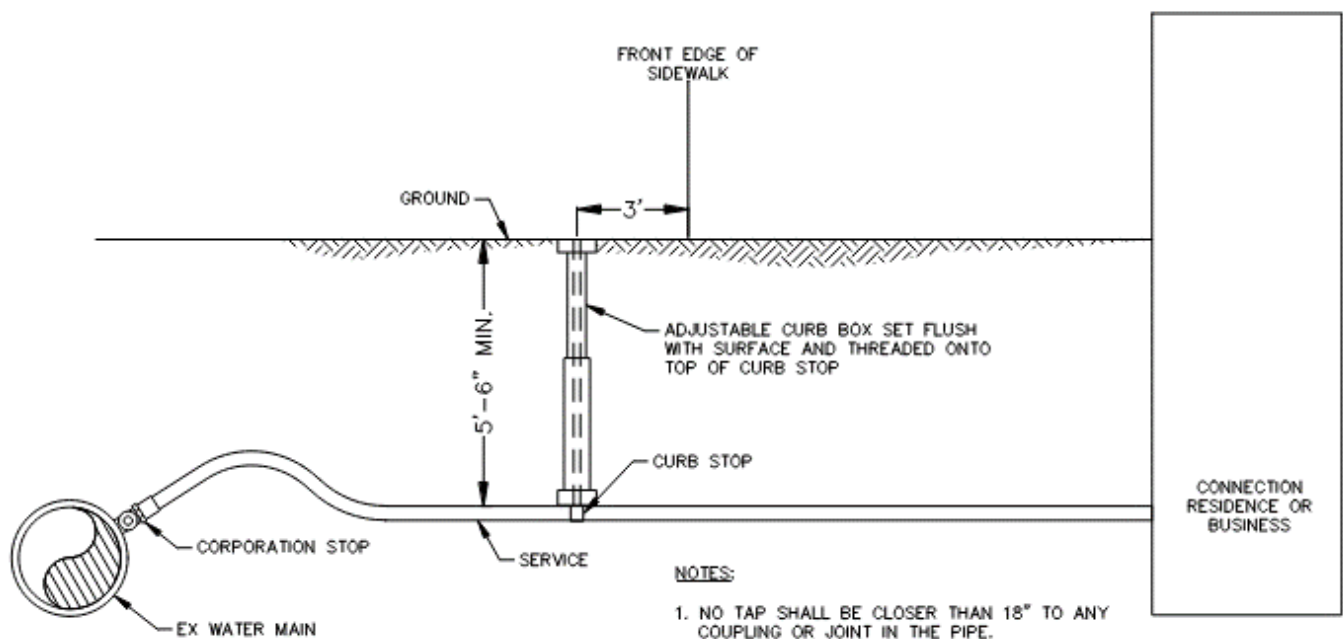
PREPARED FOR:  
**VILLAGE OF PAW PAW**  
**VILLAGE-WIDE LSLR**  
**WATER SERVICE PLAN VIEW**

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SHEET 1 OF 7



**SERVICE LINE DETAIL**  
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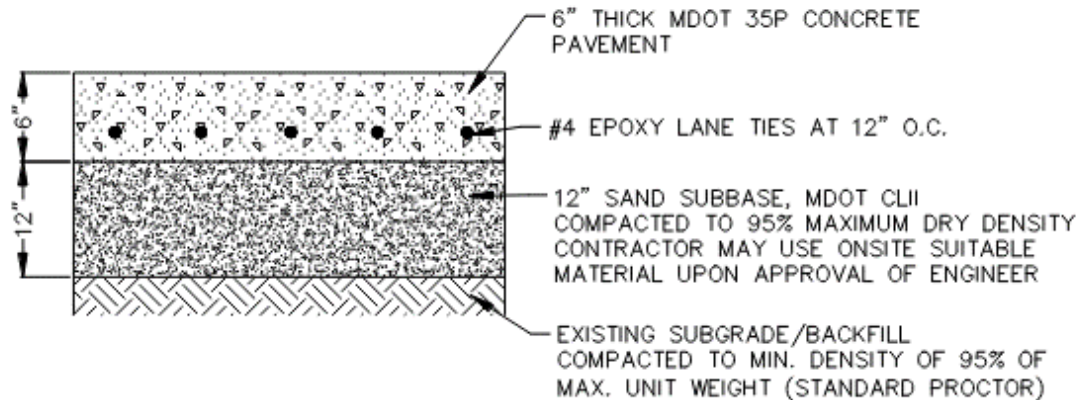
**VILLAGE OF PAW PAW  
VILLAGE-WIDE LSLR  
SERVICE LINE DETAIL**

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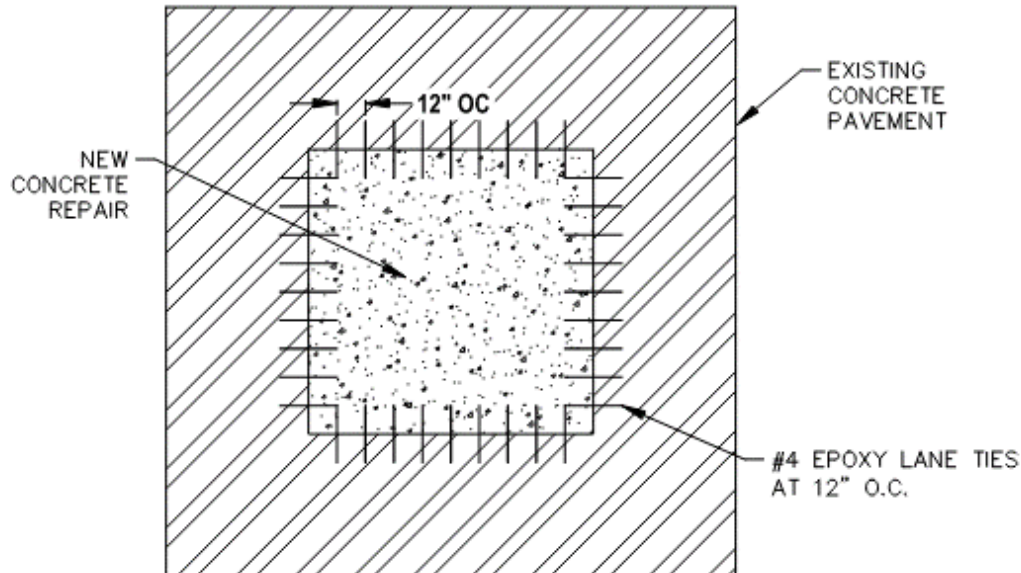
SCALE: **NOT TO SCALE**

JOB #: **21-2011**

SHEET **2** OF **7**



**CONCRETE PAVEMENT CROSS SECTION**  
NOT TO SCALE



**CONCRETE JOINTING DETAIL**  
NOT TO SCALE

**CONCRETE PAVEMENT NOTES:**

1. ALL CONCRETE PAVEMENTS SHALL BE LEFT TO CURE FOR A MINIMUM OF 7 DAYS PRIOR TO BEING REOPENED TO TRAFFIC LOADING. PROPER COLD WEATHER PROTECTION SHALL BE UTILIZED WHERE APPLICABLE. PROVISIONS FOR ALL COLD WEATHER CONCRETE PLACEMENT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR CONCRETE ITEMS AND SHALL NOT BE PAID FOR SEPARATELY.
2. INTEGRAL CURB AND GUTTER SHALL BE CONSTRUCTED ON CONCRETE STREETS THAT HAVE EXISTING INTEGRAL CURB. PLACEMENT OF INTEGRAL CURB WILL BE INCLUDED IN THE QUANTITY PLACED FOR CONC, PAVT, MISC, NONRIENF, 6 INCH FOR PAYMENT PURPOSES AND NOT BE PAID FOR SEPARATELY.
3. #4 EPOXY LANE TIES SHALL BE INSTALLED AT ALL CONCRETE PAVEMENT REPAIRS. LANE TIES SHALL BE INSTALLED IN ACCORDANCE WITH 2012 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND STANDARD DETAIL R-44 SERIES. INSTALLATION FOR LANE TIES WILL BE INCLUDED IN THE PAY ITEM CONC, PAVT, MISC, NONRIENF, 6 INCH FOR PAYMENT PURPOSES AND NOT BE PAID FOR SEPARATELY.



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**PREPARED FOR:**

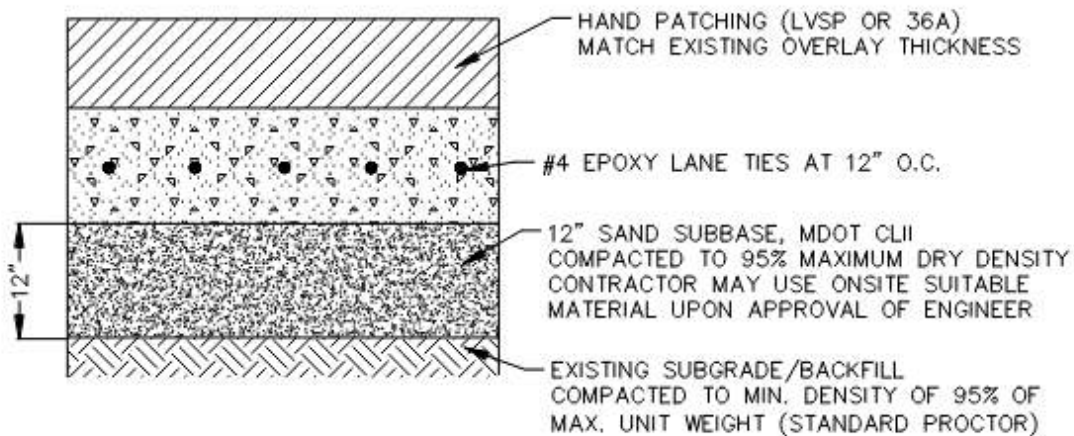
**VILLAGE OF PAW PAW  
VILLAGE-WIDE LSLR  
CONC PAVT DETAIL**

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SHEET **3** OF **7**



## CONCRETE PAVEMENT WITH HMA OVERLAY

NOT TO SCALE

### CONCRETE PAVEMENT NOTES:

1. WHEN AN EXISTING HMA OVERLAY IS REMOVED FOR WATER SERVICE INSTALLATION, THE PAVEMENT SHALL BE REPLACED MATCHING THE EXISTING CROSS SECTION OF THE ROADWAY.
2. A CONCRETE REPAIR SHALL BE COMPLETED USING THE PAY ITEM FOR CONC PAVT, MISC, NONRIENF, 6 INCH. HAND PATCHING SHALL BE COMPLETED MATCHING THE EXISTING THICKNESS OF THE HMA OVERLAY. HAND PATCHING SHALL BE INSTALLED AND PAID FOR AS TONS PER THE UNIT PRICE BID



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**VILLAGE OF PAW PAW**  
**VILLAGE-WIDE LSLR**  
**HMA OVER CONC DETAIL**

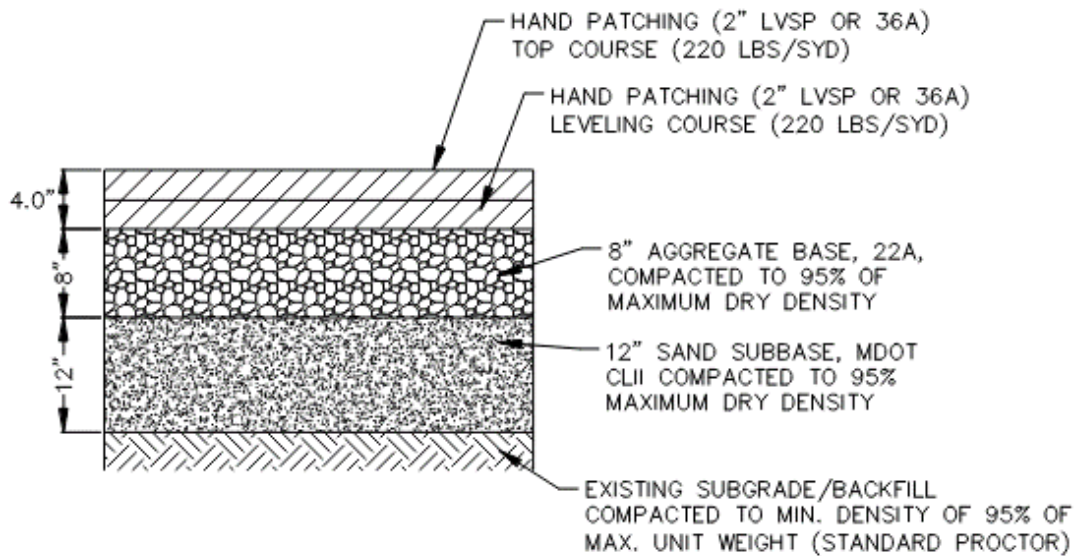
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SHEET **4** OF **7**





## HMA PAVEMENT

NOT TO SCALE

## HMA APPLICATION TABLE

IDENTIFICATION NO.	MIXTURE	RATE (LBS/SYD)	PERFORMANCE GRADE	TYPE
TOP COURSE	LVSP OR 36A	220	58 - 28	TOP COURSE (AWI=260)
LEVELING COURSE	LVSP OR 36A	220	58 - 28	LEVELING COURSE

1. HMA BOND COAT 0.05 TO 0.15 GAL/SYD REQUIRED BETWEEN ASPHALT LIFTS.  
(NOT A PAY ITEM)
2. ALL HMA WILL BE PAID FOR AS HAND PATCHING



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PREPARED FOR:

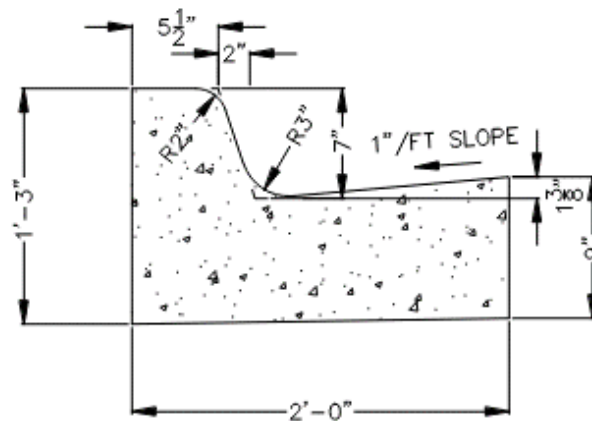
**VILLAGE OF PAW PAW  
VILLAGE-WIDE LSLR  
HMA PAVT DETAILS**

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SCALE: **NOT TO SCALE**

JOB #: **21-2011**

SHEET **5** OF **7**

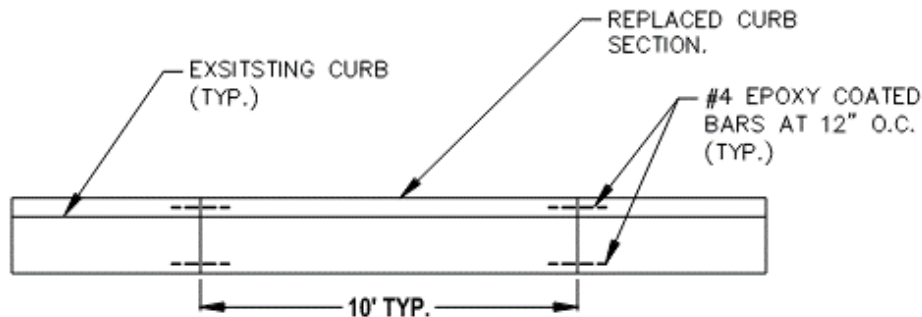


NOTE:  
CONTRACTION JOINTS, EXPANSION JOINTS, AND  
CURB MUST BE INSTALLED IN ACCORDANCE  
WITH MDOT TYPICAL DETAIL R-30 SERIES AND  
THE 2012 MDOT STANDARD SPECIFICATIONS  
FOR CONSTRUCTION

## 24" CONCRETE CURB DETAIL

NOT TO SCALE

MDOT DETAIL C-4



## CONCRETE CURB DOWELLING DETAIL

NOT TO SCALE



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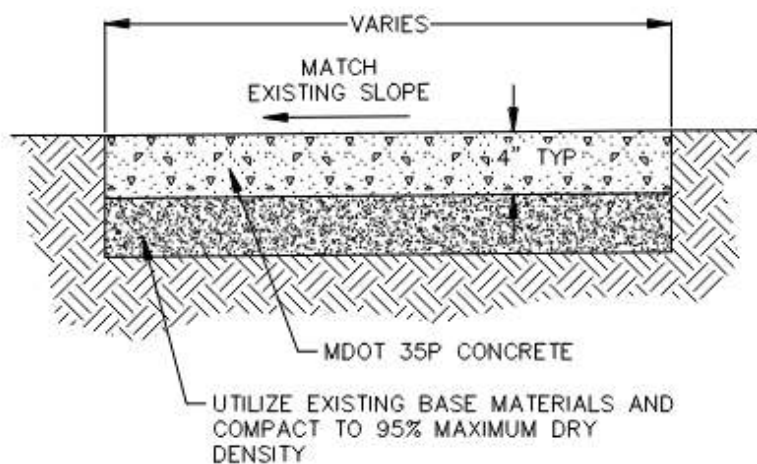
VILLAGE OF PAW PAW  
VILLAGE-WIDE LSLR  
CONCRETE CURB DETAIL

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SHEET 6 OF 7



## CONCRETE SIDEWALK

NOT TO SCALE

### NOTE:

ALL CONCRETE PAVED SURFACES FOR PUBLIC ACCESS TO BE LESS THAN 2% CROSS SLOPE AND LESS THAN 5% RUNNING SLOPE. VERIFY ALL GRADES PRIOR TO POURING SURFACES. CONCRETE LANDINGS TO BE LESS THAN 2% COMBINED IN ALL DIRECTIONS.

### NOTE:

1. PROVIDE 1-1/2" DEPTH TOOLED CONTROL JOINTS TO MATCH EXISTING
2. IF SIDEWALK REPLACEMENT IS REQUIRED IN DRIVEWAYS OR LOCATIONS SUBJECT TO TRAFFIC, THE CONCRETE THICKNESS SHALL BE 6 INCHES.



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VILLAGE OF PAW PAW  
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SIDEWALK DETAIL

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SHEET 7 OF 7

**APPENDIX D:**

**ADDITIONAL PROJECT INFORMATION**

**D-1: .....RIGHT OF ENTRY AGREEMENT**

**D-2: .....FLUSHING YOUR HOUSE PLUMBING SYSTEM WHEN WATER SERVICES ARE RESTORED**

**D-1**

**RIGHT OF ENTRY AGREEMENT**



### **WATER SERVICE LINE REPLACEMENT AGREEMENT**

In consideration of the Village of Paw Paw's (the "Village") efforts to remove lead water services, the property owner has given permission per this signed agreement to the Village and/or its officials, employees, or contractors to excavate, investigate, and replace non-copper water services.

This permission involves: Allowing temporary access and right of entry to and upon the property to the Village and the Village's designated contractor(s) to perform investigation, inspection, construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.

As Owner, I understand and acknowledge that the work will be performed under the following provisions:

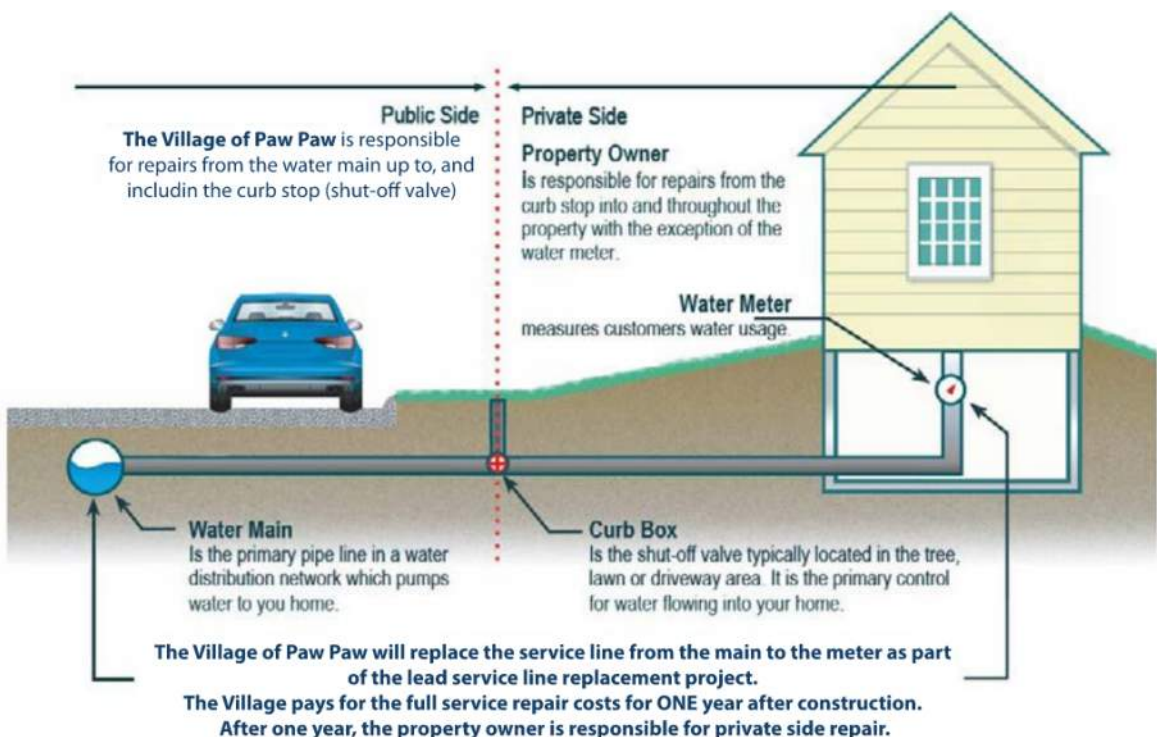
1. The service replacement is mandated by the State of Michigan Lead and Copper Rule. I understand the Village is not permitted to re-establish water service to the water main until my lead/galvanized water service is completely replaced.
2. A new copper private water service line will be constructed at the Village's expense, from the curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing service line will be disconnected and capped off.
3. All property disturbed by construction will be restored, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work.
4. The contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the Village with proof of such coverage.
5. The Village guarantees that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

## THE PROPERTY OWNER'S/OWNERS' OBLIGATIONS.

1. Permit temporary access and right of entry to and upon the property to the Village and the Village's designated contractor(s) to perform construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
2. Assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line after one year from installation date.
3. Hold the Village harmless and free from any claim or liability from any lawsuits, claims, injuries or damage done in performance of the water service line replacement work.

## MISCELLANEOUS TERMS.

1. The responsibility of the maintenance, repair and the replacement of the water service located in the public right-of-way will be pursuant to Village of Paw Paw Water System Rules and Regulations.
2. This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have been advised to discuss all aspects of this Agreement with an attorney, that you have carefully read and fully understand all of the provisions of this Agreement, and that you are voluntarily entering into this Agreement.





**Village of Paw Paw Water Service Line Replacement Agreement**

Property Address\_\_\_\_\_

Owner Phone Number \_\_\_\_\_

\_\_\_\_\_  
Owner – Signature

\_\_\_\_\_  
Owner - Signature

\_\_\_\_\_  
Owner – Print Name

\_\_\_\_\_  
Owner – Print Name

Signed by Owner(s) the\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_



**D-2:**

**FLUSHING YOUR HOUSE PLUMBING SYSTEM WHEN WATER SERVICES ARE RESTORED**

# FLUSHING YOUR HOUSE PLUMBING SYSTEM WHEN WATER SERVICES ARE RESTORED

## Guidance

When water service is turned back on, it is important to flush the plumbing in your home. Moving fresh water through your pipes flushes bacteria and metals from your plumbing. These instructions provide step-by-step instructions on how to completely flush your home plumbing. If you have difficulty following these steps, contact a licensed plumber for assistance.

## STEP-BY-STEP INSTRUCTIONS

Complete these steps in the order below. Finish each step completely before moving to the next step.

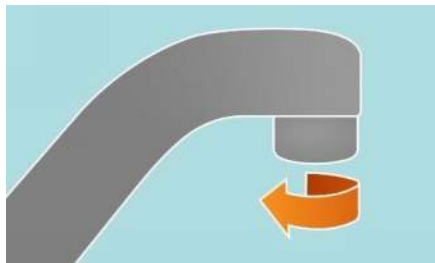
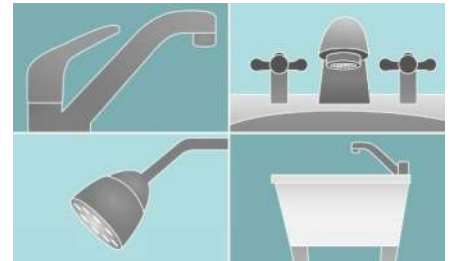
### Before starting the steps below:

- Turn off the supply valve to your water heater, if possible.
- Bypass water softeners and/or whole house filters if you have them.

**Discoloration may occur during flushing. This is expected.**

### 1. Locate the faucets to be flushed and make sure the drains are open.

- Don't forget faucets in the basement or other floors of your house.
- Remove or bypass all fixture filters. You should not flush through a filter.



### 2. Remove aerators and screens from faucets and shower heads.

Unscrew the aerators as shown. See guidance below about removing and cleaning your aerators.

### 3. Open all cold water taps. Leave all faucets running during this process.

- First open faucets in the basement or lowest floor in the house.
- Then open faucets on the next highest floor of the house.
- Continue until all faucets are open on all floors, including tubs and showers (remove shower head if possible).



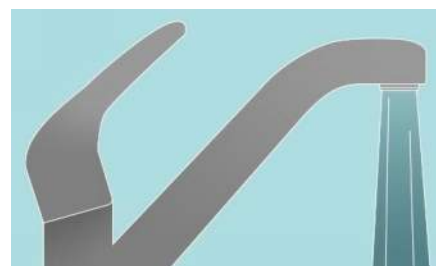
**30**  
Minutes

### 4. Leave ALL faucets running for at least 30 minutes.

5. Turn off the 1st faucet you turned on (basement or lowest floor).



6. Turn off all other faucets in the same order you turned them on.



7. Turn on each kitchen or bathroom tap, one at a time, and run each for 10 minutes or more. Make sure only one tap is running at a time.



8. Clean and re-install aerators and screens on each faucet and shower head.

- See pages below for guidance on cleaning aerators and screens.
- You may need to replace aerators/screens if they are too old or worn.

After completing these steps, remember to re-open the supply valve to your water heater. It is recommended that water heaters be flushed at this time.

**DO NOT** use hot water for drinking, cooking or preparing baby formula.

## ADDITIONAL STEPS TO REDUCE POTENTIAL LEAD EXPOSURE

If you have concerns about lead exposure, public health recommends that any household with a child or pregnant woman use a certified lead filter to reduce lead from their drinking water. Look for filters that are tested and certified to NSF/ANSI Standard 53 for lead reduction. If your household has a child or pregnant woman and are not able to afford the cost of a lead filter, please contact your local municipal water system.

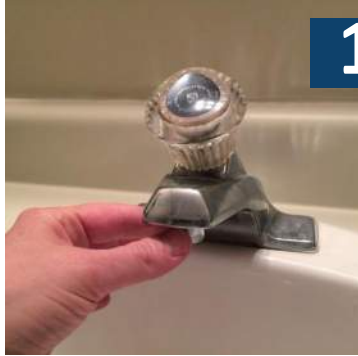
If you wish to get your drinking water tested, use a certified laboratory. To find a certified lab, go to the Michigan Department of Environment, Great Lakes, and Energy's web page at [www.Michigan.gov/EGLE](http://www.Michigan.gov/EGLE) and search "Certified Lab List." For additional information on minimizing lead exposure, visit [www.Michigan.gov/MiLeadSafe](http://www.Michigan.gov/MiLeadSafe).

# Cleaning Your Aerators

## What are aerators and when should they be cleaned?

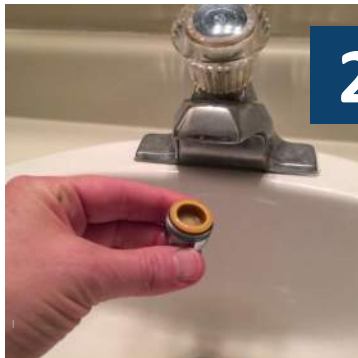
There are screens on faucets called aerators. Aerators help keep pieces of lead and other particles from getting into your water. Clean your drinking water faucet aerator at least every six months. If there is construction or repairs to the public water system or pipes near your home, clean your drinking water faucet aerator every month until the work is done.

## Follow the steps below to clean your aerators:



1

- The small round piece on the bottom of your faucet is the aerator (pronounced: air-raytor).
- Unscrew the aerator from the bottom of the faucet.
- You should be able to unscrew it with your fingers, but you might need a wrench if it's stuck.



2

- Your aerator might not look the same as this, but it's okay.
- Now that the aerator is off, let's clean it.



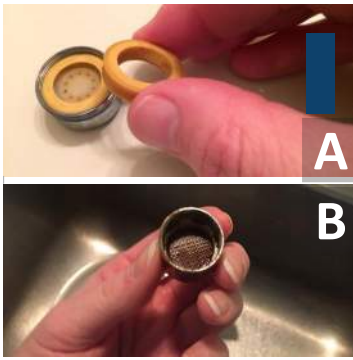
3

- While you only need to use water to rinse off your aerator, these things might make it easier to clean it:
  - An old toothbrush
  - A glass of vinegar



4

- Soaking the aerator in vinegar will loosen some of the grime. You can soak it as long as you want, but even five minutes will help.
- The toothbrush makes it easy to scrub the inside. Don't use that toothbrush for brushing your teeth again.

**5**

- If your aerator looks like Photo A, it has a flow control piece. You'll have to take it apart:
  - Pull out the pieces carefully.
  - Note the order that the pieces come out. You'll have to put them back in the same way. It may help to take a picture or write down some notes.
- If your aerator looks like Photo B, go to Step 6.

**6**

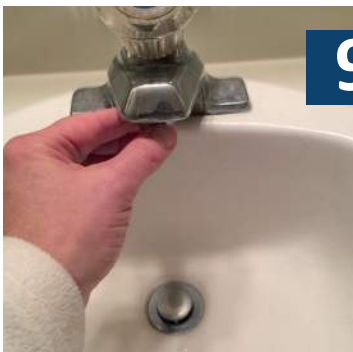
- You might not have all of these pieces. They might not be this color. Every aerator is a little different.
- Scrub all of the pieces. Make sure you get down inside the metal piece, removing any bits of grime or metal flakes you see.

**7**

- Rinse everything very well.
- Run water through the aerator screen - holding it right side up and upside down.

**8**

- Once it's clean,
  - If your aerator looks like Photo A in step 5, put it back together.
  - If it looks like Photo B, you're all set.

**9**

- Put the aerator back on your faucet.
- Repeat these steps at least every six months. Cleaning removes pieces of lead or other particles from your aerator and stops them from getting into your water.

For more information call the Michigan Department of Health and Human Services (MDHHS) at 800-648-6942 or visit [Michigan.gov/mileadsafe](https://Michigan.gov/mileadsafe).