

**CITY OF ROCHESTER HILLS  
OAKLAND COUNTY, MICHIGAN**

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR:**

**EDDINGTON BOULEVARD REALIGNMENT PROJECT**

**ITB-RH-17-028**

**CITY FILE #E16-025**



**Prepared by the  
CITY OF ROCHESTER HILLS  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING SERVICES DIVISION  
1000 ROCHESTER HILLS DRIVE  
ROCHESTER HILLS, MICHIGAN 48309**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page Number</u></b>
<b>I.</b>	<b>Bid Documents</b>	
	Invitation to Bid .....	1-2
	Instructions to Bidders .....	3-9
<b>II .</b>	<b>Proposal Documents</b>	
	Bid Form .....	10-16
	Legal Status of Bidder.....	17-19
	Statement of Qualifications.....	20-21
<b>III.</b>	<b>Award Documents</b>	
	Notice of Award .....	22
	Insurance Requirements .....	23-24
	Bond Requirements .....	25
	Bond Forms .....	26-31
	Subcontractor Listing .....	32
	Contract .....	33-34
<b>IV.</b>	<b>Pre-Construction Meeting Documents</b>	
	Notice to Proceed .....	35
<b>V.</b>	<b>Payment Documents</b>	
	Contractor’s Declaration Form.....	36-37
	Sworn Statement .....	38-39
	Partial Conditional Waiver.....	40
	Contractor’s Affidavit Form with Final Payment .....	41
<b>VI.</b>	<b>General Conditions</b> .....	42-57
<b>VII.</b>	<b>Special Conditions</b> .....	58-69
<b>VIII.</b>	<b>General Specifications</b> .....	70-74
	<b>Appendix A</b> .....	Special Provisions
	<b>Appendix B</b> .....	Permits
	<b>Appendix C</b> .....	Geotechnical Reports
	<b>Appendix D</b> .....	Title VI Compliance
	<b>Appendix E</b> .....	Plan Sheets



innovative *by* nature

**INVITATION TO BID**

**EDDINGTON BOULEVARD REALIGNMENT PROJECT**

**ITB-RH-17-028**

**CITY FILE NO. E16-025**

**CITY OF ROCHESTER HILLS  
OAKLAND COUNTY, MICHIGAN**

Sealed bids for the **EDDINGTON BOULEVARD REALIGNMENT PROJECT** will be received at the City of Rochester Hills' Purchasing Division located at 1000 Rochester Hills Drive (Lower Level), Rochester Hills, Michigan 48309 **until 3:00:00 P.M.**, Michigan Time, on **WEDNESDAY, JUNE 7, 2017** at which time the bids will be publicly opened and read aloud.

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade network (MITN). Copies of bid documents obtained from any other source are not considered official copies. The first step to do business with the City is to become a registered vendor by visiting the City website at [www.rochesterhills.org](http://www.rochesterhills.org), click on Business, Purchasing/Bids, then Quick Links and Vendor Registration. All addendum and final bid results will be posted on the MITN website after award. The Contract and Specifications documents for this project are available on the MITN system. A complete paper copy of the Contract and Specification documents can be obtain from the City of Rochester Hills Purchasing Division at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 and will require a non-refundable fee of **\$50.00, if pick-up at the city or \$75.00, if mailed. Checks/money orders must be in the possession of the City before documents/drawings will be mailed.**

Each bid shall be accompanied by a certified check or a bid bond in an amount not less than 5% of the bid amount. The bond shall be with a Surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the City of Rochester Hills.

All bids shall be opened publicly at the date and time specified. Each bid shall be recorded together with the name of the bidder. Bids shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."

Bidders must be pre-qualified as a combination/joint **1,100 Cb/Ea/J** with the Michigan Department of Transportation.

The accepted bidder will be required to furnish Insurance Certificates, Payment, Performance and Maintenance Bonds underwritten by a Surety licensed and admitted to do business in the State of Michigan and acceptable to the City.

Bids are to be submitted in a sealed envelope, plainly marked **“BID – EDDINGTON BOULEVARD REALIGNMENT PROJECT”** and received by the City of Rochester Hills’ Purchasing Division on or before the time and date given above. No late bids will be accepted.

It is the intention of the City of Rochester Hills to award this Contract to a Contractor fully capable both financially and with previous experience in this type of work. Selection of bidder will include qualifications and performance records as outlined in instructions to bidders.

The right to accept any bid, to reject any or all proposals and to waive defects in bids is reserved by the City of Rochester Hills. Portions of this Contract may be deleted due to unforeseen circumstances without compensation.

The City reserves the right to change or amend the bid documents, prior to the bid opening date by the issuance of addendum posted on the MITN website. It shall be the contractor’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

The City’s acceptance of a bid and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a bid and award of a contract shall be contingent and conditioned upon the parties’ entry into and execution of a written agreement acceptable to the City.

Dated: May 16, 2017

**1. SCOPE OF WORK**

This project consists of realigning existing Eddington Road opposite Drexelgate Parkway and installing a new traffic signal at the realigned intersection with Rochester Road. The new road section of Eddington will be approximately 1,300 feet and be built with a 9-inch thick layer of asphalt over 6 inches of compacted aggregate base. The traffic signal configuration will be a box-span and the intersection will provide pedestrian accommodations. An extensive accompaniment of landscaping, irrigation, on-street parking stalls, and other amenities is included for the realigned section of Eddington.

Approximately 500-feet of Drexelgate Parkway will be reconstructed with an 8-inch thick concrete pavement over 4-inch aggregate road section between Rochester and Colony.

Underground utility extensions, pavement removal along Rochester Road, and restoration is also included with the project.

**2. PROPOSAL DOCUMENTS**

- a) Sealed bid documents will be received as per the Invitation to Bid and Instructions to Bidders.
- b) Bid documents shall be submitted only on forms provided by the City and shall be a unit price bid for all items of the contract.
- c) Bid documents must be completed legibly in ink or by typewriter.
- d) Bid documents shall be enclosed in sealed envelopes marked **EDDINGTON BOULEVARD REALIGNMENT PROJECT** and shall be delivered to the City at the Purchasing Division, 1000 Rochester Hills Drive (Lower Level), Rochester Hills, Michigan 48309 as specified in the Invitation to Bid on or before the time specified in the Invitation to Bid.
- e) Bid documents shall be made in full conformity with all the conditions set forth in the drawings and in these specifications. Bids are firm and cannot be withdrawn for a period of one-hundred and twenty (120) days after opening of the bids.

**3. INSPECTION OF SITE**

- a) Before submitting a bid, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- b) The Bidder shall be held responsible to have compared the premises with the drawings and specifications and is satisfied as to conditions of the premises, existing construction and any other conditions affecting the carrying out of the work before delivery of the bid.
- c) No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor or on account of interference by the Owner's or other Contractor's activities.

**4. SOIL CONDITIONS**

Before submitting a bid, each Bidder shall personally make their own determination as to soil conditions and subsoil conditions along the line of the proposed work. Each Bidder shall be held responsible to have determined to their own satisfaction the conditions they will encounter in construction of the work, including subsoil conditions, and they shall complete the work in whatever material and under whatever conditions they may encounter or create without extra cost to the owner.

On request, the Owner will provide each Bidder access to the project sites to conduct such investigations and tests, as each Bidder deems necessary for submission of their bid.

**5. DIFFERING SITE CONDITIONS**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment will be made and the contract modified in writing accordingly. The engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment, which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

In no event shall a differing site condition invalidate the contract or release Surety.

**6. EXPLANATION TO BIDDERS BY BULLETINS/CHANGES OR ADDENDUMS**

- a) Neither the Owner nor Engineer will give verbal replies to inquiries regarding the meaning or intent of the Contract Documents previous to the award of the Contract. Any verbal statements regarding same by any person, previous to the award, shall be without legal effect.
- b) Explanations desired by Bidders shall be requested of the Purchasing Manager – Lisa M. Cummins, CPPB, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248-841-2537, Fax: 248-608-8178, cumminsl@rochesterhills.org, in writing and, if explanations are necessary, a reply will be made in the form of an addendum, which will be posted on the MITN system.
- c) Bulletins/changes or addendums issued to Bidders prior to date of receipt of bids shall become a part of the contract/specifications and all bids shall include the work described.
- d) No inquiry received within ten (10) days of the date fixed for opening of the Bids will be given consideration.
- e) Failure of the Owner/Engineer to send, or the Bidder to receive, any such interpretations shall not relieve the Bidder from obligation under the Bid as submitted or the changes or addenda issued by the City.

**7. LEGAL STATUS AND NAME OF BIDDER**

- a) The name and legal status of Bidder, that is, as a corporation, partnership, LLC, or individual, shall be stated in the bid.
- b) Anyone signing a bid as an agent of another or others must submit with the bid legal evidence of their authority to do so.
- c) The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after their signature.

**8. EXPERIENCE AND FINANCIAL STATEMENT**

It is the intention of the Owner to award the contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications request and must possess the minimum

## SECTION I - INSTRUCTIONS TO BIDDERS

Michigan Department of Transportation pre-qualification classification specified in the Invitation to Bid. If required by Owner, each Bidder under consideration may be required to submit additional evidence of qualifications.

### 9. **CONTRACTORS**

The Contractor may not sublet, assign or transfer this Contract or any portion thereof, except the furnishing of necessary materials, without the written consent of the Owner in accordance with Item 8 of the General Conditions and the provisions provided herein. Such consent shall in no way relieve the Contractor of full responsibility for the performance of the Contract.

The Subcontractor shall not begin work until they have been approved by the Engineer and has had the subcontract with the Prime Contractor executed in a form acceptable to the Owner. Approval of the subcontracting of any portion of the work will not be given unless and until determined that the Subcontractor is qualified to bid on work of the type, magnitude, and scope proposed.

If the amount of the subcontract or the nature of the work to be performed thereunder warrants, the Owner may require the Subcontractor to furnish, for the benefit of the Contractor, bonds in an amount proportioned to the amount of the subcontract, and for the same purpose and under the same specifications as those of the General Contract. The Surety on the General Contract shall not be eligible to furnish such subcontract bonds.

The Owner reserves the right to remove forthwith from the job any Subcontractor or their equipment operating in violation of these requirements, and any costs or damages thereby incurred are assumed by the Contractor. It is further understood that the Contractor's responsibilities in the performance of their Contract, in case of an approved subcontracting, are the same as if they had handled the work directly.

The Contractor shall provide such insurance for and indemnify the Owner, Engineer, and others so named, as outlined in the Insurance Requirements.

Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provisions of the Contract.

### 10. **SUBCONTRACTORS**

Bidder shall submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is required within ten (10) City of Rochester Hills working days after the date of the Notice of Award. If the Subcontractor list is modified in any way after the initial submittal, the Contractor is required to resubmit a revised list to the Owner and Engineer at the pre-construction meeting. If requested by the owner, the apparent successful Bidder and any other Bidder so requested, will within two days after the day of Bid opening, submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, they may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but their declining to make any such substitution will not constitute grounds for sacrificing their Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to signing of the contract will be deemed acceptable to Owner and Engineer.

**11. NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**12. BID SECURITY**

Each Bid must be accompanied by a certified check or a bid bond in an amount not less than five percent (5%) of the bid amount and in a form acceptable to the City. The bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety Company executing the bond must be acceptable to the City and must provide a bond number in the designated area of the bond form.

**13. BOND AND INSURANCE REQUIREMENTS**

The successful Bidder shall furnish surety bonds with sureties acceptable to the Owner within ten (10) days of the issuance of the Notice of Award. One bond in an amount not less than one-hundred percent (100%) of the Contract price as security for the faithful performance of the Contract and one bond in an amount not less than one-hundred percent (100%) of the Contract price as security for the payment of all labor, materials, and supplies used in the work and protection of the Owner from all liens and damages arising from the work.

In addition, the contractor shall be required to furnish a maintenance bond in an amount not less than twenty-five percent (25%) of the Contract guaranteeing the materials and work or any part thereof, for a period of two years from the date of final pay estimate, any faulty or defective materials will be replaced and/or workmanship will be corrected due to the satisfaction of the City of Rochester Hills.

The accepted bidder will be required to furnish insurance coverage and bonds with companies licensed and admitted to do business in the State of Michigan and in a form acceptable to the City.

If any of the coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Failure to comply with the insurance requirements contained in the contract shall constitute a material violation and breach of the contract and may result in termination of the contract.

**14. CONDITION OF PAYMENT**

The Contractor's request for a payment shall be accompanied by the following documents:

- a. Contractor's Declaration
- b. Sworn Statement and Partial Conditional Waiver

The Contractor's request for **final** payment shall be accompanied by the following documents:

- a. Contractor's Declaration



- b. Contractor's Affidavit
- c. Waivers, as required from major suppliers and subcontractors
- d. Release of Surety
- e. Release from other agencies for which permits have been obtained under this contract.

**15. BIDS TO REMAIN OPEN**

All Bids shall remain open for one-hundred and twenty (120) days after the day of the Bid opening, but the Owner may, at their sole discretion, release any Bid and return the Bid Security prior to that date.

**16. AWARD OF CONTRACT**

It is the intention of the City of Rochester Hills to award this Contract to a Contractor fully capable both financially and with previous experience in this type of work. Selection of Bidder will include qualifications and performance records.

The right to accept any bid, to reject any or all bids and to waive defects in bids is reserved by the City of Rochester Hills. Portions of this Contract may be deleted due to unforeseen circumstances without compensation.

**17. DISPOSITION OF BID DEPOSITS**

The bid deposit for the three (3) low Bidders will be retained until the contract has been awarded. The remaining bid deposits will be returned 14 days after the bid opening.

If the Bidder, to whom the Contract has been awarded, shall refuse or neglect to execute the Contract, provide the required bonds and insurance and properly secure the same within ten (10) City of Rochester Hills working days after written notice by the Owner to do so, the amount of the deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

**18. TIME OF COMPLETION**

The Contractor shall complete the project, including restoration of all disturbed areas, within the time limits indicated below and after the Notice to Proceed has been given. There are four milestone completion dates for this project. Proposed work included for Traffic Stages I and II shall be completed on or before September 29, 2017. October 27, 2017 is the required completion date fore the Stage III. All work, other than the delayed acceptance requirements for Turf establishment shall be completed by November 15, 2017 and the final completion shall be no later than **May 12, 2018** The amount of liquidated damages for this project shall be as identified under Item 20 of the Instruction to Bidders and under the terms and conditions stated in Section VI of the General Conditions.

**19. CHANGES IN THE WORK**

The City reserves the right to increase, decrease, or eliminate proposed items of work. The decision to change the work will be made by the City and will depend upon the availability of funds.

**20. LIQUIDATED DAMAGES**

It is hereby understood, and mutually agreed, by and between the Contractor and Owner, that the time of completion as specified is an essential condition of this contract.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the said time for completion of the work described herein are reasonable times for the completion of same, taking

**SECTION I - INSTRUCTIONS TO BIDDERS**

into consideration the average climate range and usual industrial conditions prevailing in this locality.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be retained from time to time by the Owner from any monies in their hands otherwise due or to become due the Contractor or to sue for and recover compensation for damages for non-performance of this contract at the times stipulated herein and provided.

It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

The amount of Liquidated damages for this project will be **\$1,300.00 per day** for each calendar day that exceeds any of the following milestone dates: Approved for Traffic Stages I and II (September 29, 2017); Approved for Traffic Stage III (October 27, 2017); Project Completion other than delayed turf establishment acceptance (November 15, 2107); Final Project Completion including the delayed turf acceptance (May 12, 2018).

If the said Contractor fails to perform the work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the sums as specified below, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default each of the times stipulated in the contract for completing the work.

It is further agreed that should there be an increase or reduction of the amount of work specified within the contract that would increase or reduce the number of calendar days required to complete the project, a revision shall be made to reflect this change in the scope of work, and shall be agreed upon between the Owner's Representative and the Contractor.

Calendar Day is defined as every day shown on the calendar beginning and ending at midnight. Unless otherwise designated, the word "day" shall mean calendar day.

**21. PRIVATE WORK**

The Contractor and Subcontractor shall **NOT** perform any private work within the project area until the work under this Contract is completed unless written approval is received from the Owner.

**22. PERMITS**

The successful Bidder will be required to post all fees, insurance, and bonds necessary to obtain the permit required for work at the project location within the Michigan Department of Transportation Rights-of-Way. **The right-of-way use permit application(s), if necessary, are located in Appendix B.**

Michigan Department of Transportation – Oakland TSC  
Address: 800 Vanguard Drive  
Pontiac, MI 48341

SECTION I - INSTRUCTIONS TO BIDDERS

If required, the Soil Erosion & Sediment Control Permit application is located in Appendix B.

Soil Erosion & Sediment Control Permit  
Oakland County Water Resource Commissioner  
Address: One Public Works Drive  
Waterford, MI 48328-1907

**See Item 36 of the General Condition for additional information regarding Permits.**

**23. TITLE VI COMPLIANCE**

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest agrees to perform services in accordance with Title VI requirements. The Title VI requirements are located in Appendix D.

**ITB-RH-17-028  
CITY FILE No. E16-025**

**BID FORM**

**Eddington Boulevard Realignment**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
DIVISION 1				
1.	Mobilization, Max (10%)	1 LS	\$ _____	\$ _____
2.	Tree, Rem, 6 inch to 18 inch	9 Ea	\$ _____	\$ _____
3.	Tree, Rem, 19 inch to 36 inch	1 Ea	\$ _____	\$ _____
4.	Dr Structure, Rem	1 Ea	\$ _____	\$ _____
5.	Sewer, Rem, Less than 24 inch	45 Ft	\$ _____	\$ _____
6.	Curb and Gutter, Rem	365 Ft	\$ _____	\$ _____
7.	Pavt, Rem	5,102 Syd	\$ _____	\$ _____
8.	Sidewalk, Rem	1,255 Syd	\$ _____	\$ _____
9.	Exploratory Investigation, Vertical	50 Ft	\$ _____	\$ _____
10.	Station Grading, Special	21 Sta	\$ _____	\$ _____
11.	Subgrade Undercutting, 1 x 3 Special	250 Cyd	\$ _____	\$ _____
12.	Erosion Control, Silt Fence	500 Ft	\$ _____	\$ _____
13.	Erosion Control, Inlet Protection, Fabric Drop	15 Ea	\$ _____	\$ _____
14.	Project Cleanup	1 Lsum	\$ _____	\$ _____
15.	Aggregate Base, 4 inch, Special	3,282 Syd	\$ _____	\$ _____
16.	Aggregate Base, 6 inch, Special	5,265 Syd	\$ _____	\$ _____
17.	Maintenance Gravel	150 Ton	\$ _____	\$ _____
18.	Geogrid, Special	750 Syd	\$ _____	\$ _____
19.	Culv, End Sect, Conc, 12 inch	1 Ea	\$ _____	\$ _____
20.	Culv, End Sect, Conc, 18 inch	1 Ea	\$ _____	\$ _____
21.	Sewer, CI IV, 12 inch, Tr Det B	819Ft	\$ _____	\$ _____
22.	Sewer, CI IV, 15 inch, Tr Det B	343 Ft	\$ _____	\$ _____
23.	Sewer, CI IV, 18 inch, Tr Det B	239 Ft	\$ _____	\$ _____
24.	Sewer Tap, 48 inch	2 Ea	\$ _____	\$ _____
25.	Sewer, Bulkhead, 12 inch	1 Ea	\$ _____	\$ _____
26.	Trench Undercut and Backfill	50 Cyd	\$ _____	\$ _____
27.	Video Taping Sewer and Culv Pipe	401 Ft	\$ _____	\$ _____
28.	Dr Structure Cover, Adj, Case 1	7 Ea	\$ _____	\$ _____
29.	Dr Structure Cover, Adj, Case 2	3 Ea	\$ _____	\$ _____
30.	Dr Structure Cover, Type B	11 Ea	\$ _____	\$ _____

**SECTION II - BID FORM**

31.	Dr Structure Cover, Type C	1 Ea	\$ _____	\$ _____
32.	Dr Structure Cover, Type G	1 Ea	\$ _____	\$ _____
33.	Dr Structure Cover, Type J	12 Ea	\$ _____	\$ _____
34.	Dr Structure, 24 inch dia	4 Ea	\$ _____	\$ _____
35.	Dr Structure, 48 inch dia	12 Ea	\$ _____	\$ _____
36.	Dr Structure, 72 inch dia	1 Ea	\$ _____	\$ _____
37.	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	5 Ft	\$ _____	\$ _____
38.	Dr Structure Tap, 6 inch	4 Ea	\$ _____	\$ _____
39.	Dr Structure, Tap, 12 inch	2 Ea	\$ _____	\$ _____
40.	DPW Structure Cover, Adj, Case 1, Special	1 Ea	\$ _____	\$ _____
41.	DPW Structure Cover, Adj, Case 2, Special	2 Ea	\$ _____	\$ _____
42.	DPW Structure Cover, Special	1 Ea	\$ _____	\$ _____
43.	Util Structure Cover, Adj, Case 1, Special	1 Ea	\$ _____	\$ _____
44.	Underdrain, Subgrade, Open-Graded, 6 inch, Special	3,502 Ft	\$ _____	\$ _____
45.	HMA Surface, Rem	727 Syd	\$ _____	\$ _____
46.	HMA, 3C	1,219 Ton	\$ _____	\$ _____
47.	HMA, 4E1	610 Ton	\$ _____	\$ _____
48.	HMA, 5E1	367 Ton	\$ _____	\$ _____
49.	Joint, Seal, Special	885 Ft	\$ _____	\$ _____
50.	Joint, Contraction, C3p	1,200 Ft	\$ _____	\$ _____
51.	Conc Pavt with Integral Curb, Nonreinf, 9 inch	2,130 Syd	\$ _____	\$ _____
52.	Joint, Expansion, Erg	38 Ft	\$ _____	\$ _____
53.	Lane Tie, Epoxy Anchored	20 Ea	\$ _____	\$ _____
54.	Curb and Gutter, Conc, Det B2, Special	2,452 Ft	\$ _____	\$ _____
55.	Detectable Warning Surface	210 Ft	\$ _____	\$ _____
56.	Sidewalk Ramp, Conc, 6 inch	3,070 Sft	\$ _____	\$ _____
57.	Sidewalk, Conc, 4 inch	9,735 Sft	\$ _____	\$ _____
58.	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	470 Ft	\$ _____	\$ _____
59.	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	170 Ft	\$ _____	\$ _____
60.	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	8 Ea	\$ _____	\$ _____
61.	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	4 Ea	\$ _____	\$ _____
62.	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	1,185 Ft	\$ _____	\$ _____
63.	Pavt Mrkg, Sprayable Thermopl, 4 inch Yellow	3,250 Ft	\$ _____	\$ _____
64.	Remove Curing Compound, for Longit Mrkg, 4 inch	1,000 Ft	\$ _____	\$ _____
65.	Remove Curing Compound, for Longit Mrkg, 6 inch	200 Ft	\$ _____	\$ _____
66.	Remove Curing Compound, for Spec Mrkg	110 Sft	\$ _____	\$ _____
67.	Barricade, Type III, High Intensity, Lighted, Furn	9 Ea	\$ _____	\$ _____
68.	Barricade, Type III, High Intensity, Lighted, Oper	9 Ea	\$ _____	\$ _____
69.	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	2 Ea	\$ _____	\$ _____

**SECTION II - BID FORM**

70.	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	2 Ea	\$ _____	\$ _____
71.	Channelizing Device, 42 inch, Furn	50 Ea	\$ _____	\$ _____
72.	Channelizing Device, 42 inch, Oper	50 Ea	\$ _____	\$ _____
73.	Plastic Drum, High Intensity, Furn	25 Ea	\$ _____	\$ _____
74.	Plastic Drum, High Intensity, Oper	25 Ea	\$ _____	\$ _____
75.	Dust Palliative, Applied	3 Ton	\$ _____	\$ _____
76.	Traffic Regulator Control	1 Lsum	\$ _____	\$ _____
77.	Minor Traf Devices	1 Lsum	\$ _____	\$ _____
78.	Sign, Type B, Temp, Prismatic, Furn	323 Sft	\$ _____	\$ _____
79.	Sign, Type B, Temp, Prismatic, Oper	323 Sft	\$ _____	\$ _____
80.	Sign, Type B, Temp, Prismatic, Special, Furn	112 Sft	\$ _____	\$ _____
81.	Sign, Type B, Temp, Prismatic, Special, Oper	112 Sft	\$ _____	\$ _____
82.	Riprap, Plain	17 Syd	\$ _____	\$ _____
83.	Turf Establishment, Seed, Performance, Special	4,687 Syd	\$ _____	\$ _____
84.	Conduit, DB, 1, 1 1/2 inch	150 Ft	\$ _____	\$ _____
85.	Conduit, DB, 3, 3 inch	75 Ft	\$ _____	\$ _____
86.	Conduit, DB, 4, 3 inch	10 Ft	\$ _____	\$ _____
87.	Conduit, Directional Bore, 2 3 inch	60 Ft	\$ _____	\$ _____
88.	Hh, Round, 3 foot Dia.	1 Ea	\$ _____	\$ _____
89.	Hh, Round	5 Ea	\$ _____	\$ _____
90.	Cable, Sec, 600V, 1, 3/C#6	100 Ft	\$ _____	\$ _____
91.	Wood Pole, Fit Up, Sec Cable Pole	1 Ea	\$ _____	\$ _____
92.	Controller and Cabinet, Digital Type	1 Ea	\$ _____	\$ _____
93.	Controller Fdn, Base Mount	1 Ea	\$ _____	\$ _____
94.	Global Positioning System Module	1 Ea	\$ _____	\$ _____
95.	Digital Loop Detector	1 Ea	\$ _____	\$ _____
96.	Pedestal, Fdn	4 Ea	\$ _____	\$ _____
97.	Pushbutton and Sign	4 Ea	\$ _____	\$ _____
98.	Pushbutton Pedestal, Alum	3 Ea	\$ _____	\$ _____
99.	Serv Disconnect	1 Ea	\$ _____	\$ _____
100.	Span Wire	4 Ea	\$ _____	\$ _____
101.	Span Wire Tether	4 Ea	\$ _____	\$ _____
102.	Traf Loop, Presence	8 Ea	\$ _____	\$ _____
103.	TS, One Way Span Wire Mtd (LED)	8 Ea	\$ _____	\$ _____
104.	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	4 Ea	\$ _____	\$ _____
105.	Case Sign, One Way, 24 inch by 30 inch, Non-Illuminated	4 Ea	\$ _____	\$ _____
106.	Strain Pole, Steel, 6 bolt, 30 foot	4 Ea	\$ _____	\$ _____
107.	Strain Pole Fdn, 6 Bolt	58 Ft	\$ _____	\$ _____
108.	Backplate, TS	8 Ea	\$ _____	\$ _____

**SECTION II - BID FORM**

109. Casing	44 Ft	\$ _____	\$ _____
110. Fire Hydrant	1 Ea	\$ _____	\$ _____
111. Water Main, DI, 8 inch, Tr Det G	340 Ft	\$ _____	\$ _____
112. Live Tap, 8 inch by 12 inch	1 Ea	\$ _____	\$ _____
113. Sprinkler Line, Special	1,000 Ft	\$ _____	\$ _____
114. Sprinkler Head, Relocate, Special	25 Ea	\$ _____	\$ _____
115. Sprinkler Head, Replace, Special	25 Ea	\$ _____	\$ _____
116. DTE Meter Stanchion, Special	1 Lsum	\$ _____	\$ _____
117. Reimbursed Permit Fees	1 Dlr	\$ _____	\$ _____

**Total Cost Division 1 (Items 1-117):** \$ \_\_\_\_\_

**DIVISION 2**

118. Earth excavation	400 CY	\$ _____	\$ _____
119. Peat Import	122 CYD	\$ _____	\$ _____
120. Bioswale, excavate and haul	203 LF	\$ _____	\$ _____
121. Fine grading and compaction	550 SY	\$ _____	\$ _____
122. 3" topsoil seed and mulch	2 AC	\$ _____	\$ _____
123. Landscape Fabric	1,922 SF	\$ _____	\$ _____
124. 8' wide Crush Limestone sidewalk	1,922 SF	\$ _____	\$ _____
125. Norway Maples	9 EA	\$ _____	\$ _____
126. Dawn Redwood	32 EA	\$ _____	\$ _____
127. London Plane Tree	8 EA	\$ _____	\$ _____
128. Burning Bush	22 EA	\$ _____	\$ _____
129. Perennials	220 EA	\$ _____	\$ _____
130. Karl Foerster's Reed Grass	195 EA	\$ _____	\$ _____
131. Colorado Spruce	22 EA	\$ _____	\$ _____
132. Skyrocket Juniper	9 EA	\$ _____	\$ _____
133. Summer Wine Ninebark	18 EA	\$ _____	\$ _____
134. Japanese Bloodgood Maple	6 EA	\$ _____	\$ _____
135. Grow-low Sumac	35 EA	\$ _____	\$ _____
136. Wisteria Vine Tree Form	4 EA	\$ _____	\$ _____
137. Knockout Roses	43 EA	\$ _____	\$ _____
138. Dwarf Red Spiraea	15 EA	\$ _____	\$ _____
139. Crimson Pygmy Barberry	27 EA	\$ _____	\$ _____
140. Red Foxtail Barley Seed Mix	8 LB	\$ _____	\$ _____
141. Sedum Framed Wall Art	2 LB	\$ _____	\$ _____
142. Korean Lilac Tree	2 EA	\$ _____	\$ _____

**SECTION II - BID FORM**

143. Hackberry Tree	10 EA	\$ _____	\$ _____
144. River Birch Tree	7 EA	\$ _____	\$ _____
145. Daffodil	172 EA	\$ _____	\$ _____
146. Golden Euonymus	9 EA	\$ _____	\$ _____
147. Pillar & Arch	2 EA	\$ _____	\$ _____
148. Eddington Subdivision Sign	1 EA	\$ _____	\$ _____
149. Rivercrest 4' Pillar	2 EA	\$ _____	\$ _____
150. Rivercrest seat wall, 2' high	80 SFF	\$ _____	\$ _____
151. Rivercrest wall, 4' high	90 SFF	\$ _____	\$ _____
152. Sign, light	1 VF	\$ _____	\$ _____
153. Concrete Stamp	1 SF	\$ _____	\$ _____
154. Stamped Concrete	1,310 SF	\$ _____	\$ _____
155. Wooden Trellis 8" Ht.	40 LF	\$ _____	\$ _____
156. Bike Loop	2 EA	\$ _____	\$ _____
157. Wood Vertical Landscape Pannel	2 EA	\$ _____	\$ _____
158. Wood Bollards	5 EA	\$ _____	\$ _____
159. Irrigation System, Drexelgate Zone	1 LS	\$ _____	\$ _____
160. Irrigation System, Eddington Park Zone	1 LS	\$ _____	\$ _____
161. Irrigation System, Eddington Blvd Zone	1 LS	\$ _____	\$ _____
162. Irrigation System, Linear Park Zone	1 LS	\$ _____	\$ _____

**Total Cost Division 2 (Items 118-162):**                    \$ \_\_\_\_\_

**TOTAL PROJECT COST – DIVISIONS 1 AND 2:**    \$ \_\_\_\_\_

**NOTICE TO BIDDERS:** *Bidders must submit unit prices for all items in the Proposal to be considered a successful responsible bidder.*

The Contractor agrees to deliver the executed contract, bonds, and subcontractor list and furnish insurance certificates within ten (10) City of Rochester Hills working days after date of award. In addition, the Contractor shall begin work within ten (10) days after receipt of written notice to proceed, unless otherwise directed by the Engineer.

**WAIVER**

The Bidder does hereby represent and warrant that the price bid in this proposal is a complete and correct statement of the price bid for the work included in said bid is complete, correct and submitted as intended by him and does hereby waive any right or claim he may now or hereafter have by reason of errors, mistakes or omissions made by him in said bid.



**BID NON-COLLUSIVE**

The Bidder does hereby represent and warrant that this bid is genuine and not collusive or sham, and that he has not in any manner, directly or indirectly agreed or colluded with any other person, firm or association to submit a sham bid or to refrain from bidding or in any way fix this bid or that of the other bidder, or to secure any advantage against the Owner.

The Bidder does hereby represent and warrant that no officer or employee of the Owner is directly or indirectly interested in this bid or in any contract which may be made under it, or any expected profits to arise therefrom.

**NOTE:** Bidder hereby acknowledges that the unit prices quoted represent all labor, and materials necessary to perform and complete the work in accordance with the current standards of the Engineering Department, the **MDOT 2012 Standard Specifications for Construction** and the requirements of applicable regulatory agencies and accordance with the intent, extent and scope of work so described in the Contract Documents. All related items of work necessary to complete the project which are not detailed above, shall be incidental to the construction of the project.

**ATTACHMENTS TO THE PROPOSAL:** The following documents are attached to and made a condition of this bid:

- \_\_\_\_\_ a. Bid Security in the form of Certified Check, or Bid Bond (**cross out one**) in the sum of five (5%) percent of amount bid.
- \_\_\_\_\_ b. Completed Legal Status and Name of Bidder, Request for Taxpayer Identification Number and Certification (W9) Form.
- \_\_\_\_\_ c. Statement of Qualifications.

**BULLETINS/CHANGES OR ADDENDUMS:** Bidder acknowledges receipt of the following bulletin/change or addenda:

No. \_\_\_\_\_ Date: \_\_\_\_\_  
 No. \_\_\_\_\_ Date: \_\_\_\_\_

Each bulletin/changes or addendum issued in relation to the bid will be on file in the Purchasing Division and posted on the MITN system. It shall be the contractor’s responsibility to make inquiry as to the bulletins/changes or addendums issued. All such bulletins/changes or addendums shall become part of the contract and all bidders shall be bound by such bulletin/change or addenda.

The Bidder hereby declares that he has inspected the site of the work and further declares that no charges in addition to the unit prices shall be made on account of it.

The undersigned agrees, if awarded the contract, to deliver the executed contract, bonds, subcontractor list and furnish insurance certificates within ten (10) City of Rochester Hills working days after date of award. In addition, the undersigned shall begin work within ten (10) days after receipt of written notice to proceed, unless otherwise directed by the Engineer.

If this Bid is accepted by the City of Rochester Hills, and the undersigned shall fail to sign the contract as aforesaid and to furnish the subcontractor list, the surety bonds, and the required insurance coverage within ten (10) City of Rochester Hills working days of being notified of the acceptance of the bid, then the undersigned bid guarantee shall be considered due and payable to the Owner.

If the undersigned enters into the contract in accordance with the Bid or if his Bid is rejected then the accompanying bid guarantee shall be voided.

**SECTION II - BID FORM**

The undersigned certifies on behalf of the Bidder that the Bidder is not an “Iran Linked Business,” as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.”

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

MAILING ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Firm Name

\_\_\_\_\_

\_\_\_\_\_

Representative

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fax Number

SECTION II - LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate sections).

A **Corporation** duly organized and doing business under the laws of the State of Michigan

for whom \_\_\_\_\_ whose signature is affixed to this

Bid, is duly authorized to execute contracts.

A **Limited Liability Company (LLC)** duly organized and doing business under the laws of the State

of Michigan for whom \_\_\_\_\_ whose signature is affixed to this

Bid, is duly authorized to execute contracts.

A **Partnership**, all members of which, with addresses, are:

\_\_\_\_\_  
Partner's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Partner's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Partner's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

An **Individual**, whose signature is affixed to this Bid:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

**NOTE:** Bidder, **IF A CORPORATION**, shall cause the following certificate to be executed:

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am a duly authorized officer of the corporation entitled \_\_\_\_\_ and do certify that the following named persons:

- 1. \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)
- 2. \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)
- 3. \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)
- 4. \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)
- 5. \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

by authority of the above-named corporation's Board of Directors and within the scope of its corporate power, are authorized to sign the Bid, the Agreement the Contract Bonds and all other Contract Bonds, and all other Contract Documents related to this Contract.

BY \_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Print Name of Signer) \_\_\_\_\_ (Date)

**NOTE:** Bidder, **IF NOT A CORPORATION**, shall cause the following certificate to be filled out:

**CERTIFICATE**

I, \_\_\_\_\_, am a duly authorized individual of the company entitled \_\_\_\_\_ and do officially state that the following named persons:

- |    |        |         |
|----|--------|---------|
| 1. | _____  | _____   |
|    | (Name) | (Title) |
| 2. | _____  | _____   |
|    | (Name) | (Title) |
| 3. | _____  | _____   |
|    | (Name) | (Title) |
| 4. | _____  | _____   |
|    | (Name) | (Title) |
| 5. | _____  | _____   |
|    | (Name) | (Title) |

by authority of the above-named are authorized to sign the Bid, the Agreement the Contract Bonds and all other Contract Bonds, and all other Contract Documents related to this Contract.

BY _____	_____
(Authorized Signature)	(Title)
_____	_____
(Print Name of Signer)	(Date)

SECTION II - STATEMENT OF QUALIFICATIONS

**Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.**

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

Address: \_\_\_\_\_ County: \_\_\_\_\_

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

Number of years operating under your present name:

\_\_\_\_\_

Bonding Capacity: \_\_\_\_\_

Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Pre-qualified by MDOT to bid on projects of this magnitude and type of work?

(circle one) YES NO Pre-qualification Number \_\_\_\_\_

General nature of work performed by your company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Background and experience of the principal members of your organization including officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major equipment available for this contract \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECTION II - STATEMENT OF QUALIFICATIONS

**CURRENT PROJECTS:**

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Completion Date:	_____	_____	_____
% Complete:	_____	_____	_____

**COMPLETED PROJECTS:**

Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Date Completed:	_____	_____	_____

Add any information that may be pertinent to demonstrate your ability to complete this project.

\_\_\_\_\_

\_\_\_\_\_

Has your company defaulted on a contract?

\_\_\_\_\_

If yes, where and why?

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above answers are correct and true.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Number(s) of additional sheets attached \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: **EDDINGTON BOULEVARD REALIGNMENT PROJECT –  
CITY FILE NO. E16-025**

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation to Bid, dated \_\_\_\_\_, \_\_\_\_\_, 2017, referencing the Instructions to Bidders and all the Supplementary Information provide to the Bidders.

You are required by the Instructions to Bidders to execute the Contract, the Notice of Award and furnish the Subcontractor List, and the Contractor's Performance Bond, Payment Bond, and Maintenance Bond including a properly completed Power of Attorney and the Certificate of Insurance within ten (10) City of Rochester Hills working days after the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds, subcontractor list, and the required insurance coverage within ten (10) City of Rochester Hills working days after the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as for a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Owner City of Rochester Hills  
By \_\_\_\_\_  
Lisa Cummins  
Title Purchasing Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledge by:

\_\_\_\_\_ On \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Print Authorized Signature

\_\_\_\_\_

Title of Authorized Signature



## CITY OF ROCHESTER HILLS

**INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the City of Rochester Hills.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$3,000,000.00** per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) per Contract Aggregate.
3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$3,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured: *Commercial General Liability and Motor Vehicle Liability Insurance*, as described above, shall include an endorsement stating: *It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, and Testing Engineers & Consultants, Inc. and Hubbell, Roth & Clark, Inc. and Giffels-Webster. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

**INSURANCE REQUIREMENTS**

6. Owner's & Contractor's Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owner's & Contractor's Protective Liability Policy with limits of liability not less than **\$3,000,000.00** per occurrence, Personal Injury, Bodily Injury and Property Damage. The City of Rochester Hills shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
7. Proof of Insurance Coverage: The Contractor shall provide the City of Rochester Hills at the

### SECTION III - INSURANCE

time the contracts are returned by him for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;
- e. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

8. Failure to Comply: Failure to comply with the insurance requirements contained in this contract shall constitute a material violation and breach of the contract and may result in termination of the contract.

#### **Indemnification (Hold Harmless) Clause**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs including attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

**CITY OF ROCHESTER HILLS**

**Performance Bond**

The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the City of Rochester Hills in an amount not less than one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The City of Rochester Hills shall be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and hold harmless the Obligee from all costs and damages by reason of the Principals failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety licensed and admitted to do business in the State of Michigan. The Surety Company executing the bond must be acceptable to the City and must provide a bond number in the designated area of the bond form.

**Payment Bond**

The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the City of Rochester Hills in an amount not less than one-hundred (100%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety Company executing the bond must be acceptable to the City and must provide a bond number in the designated area of the bond form.

**Maintenance Bond**

The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the City of Rochester Hills guaranteeing that faulty or defective materials will be replaced and/or workmanship will be corrected to the satisfaction of the City of Rochester Hills. Said bond shall be for an amount not less than twenty-five (25%) of the contract amount for a minimum period of two (2) years from the date of final pay estimate by the City. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety Company executing the bond must be acceptable to the City and provide a bond number in the designated area of the bond form.

Should any surety upon any bond furnished in connection with this Contract become unacceptable to the City or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor must promptly furnish such additional security as may be required from time to time by the Owner to protect the interests of the City or persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

Bond # \_\_\_\_\_

**PERFORMANCE BOND**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, LLC, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_  
(Phone Number of Surety) (Fax Number of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF ROCHESTER HILLS, 1000 ROCHESTER HILLS DRIVE, ROCHESTER HILLS, MICHIGAN 48309-3033 hereinafter called Owner, in the full and just sum of: \_\_\_\_\_

\_\_\_\_\_ Dollars,

(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

**Eddington Boulevard Realignment Project**

**City File #E16-025**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during any guarantee period, and if they shall satisfy all claims and demands incurred under such contract, and fully indemnify and save harmless the Owner from all costs and damages, which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PERFORMANCE BOND**

PROVIDED, FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Drawings and Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Drawings and Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

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

ATTEST:

PRINCIPAL \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(COMPANY SEAL)

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

SURETY \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Attorney-in-Fact)

(SURETY SEAL)

NOTE: Date of Bond must not be prior to date of Contract.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Department of Treasury's most current list (Circular 570 as amended) and be licensed and admitted to do business in the State of Michigan.

Bond # \_\_\_\_\_

**PAYMENT BOND**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, LLC, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_  
(Phone Number of Surety) (Fax Number of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF ROCHESTER HILLS, 1000 ROCHESTER HILLS DRIVE, ROCHESTER HILLS, MICHIGAN 48309-3033 hereinafter called Owner, in the full and just sum of: \_\_\_\_\_

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

**EDDINGTON BOUELVARD REALIGNMENT PROJECT**

**City File #E16-025**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and entities furnishing materials for or performing labor in the prosecution of the Work under such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PAYMENT BOND**

PROVIDED, FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Drawings and Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Drawings and Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

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

ATTEST:

PRINCIPAL \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(COMPANY SEAL)

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

SURETY \_\_\_\_\_

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Attorney-in-Fact)

(SURETY SEAL)

NOTE: Date of Bond must not be prior to date of Contract

IMPORTANT: Surety companies executing bonds must appear on the U.S. Department of Treasury's most current list (Circular 570 as amended) and be licensed and admitted to do business in the State of Michigan.

Bond # \_\_\_\_\_

**MAINTENANCE BOND**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, LLC, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_  
(Phone Number of Surety) (Fax Number of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF ROCHESTER HILLS, 1000 ROCHESTER HILLS DRIVE, ROCHESTER HILLS, MICHIGAN 48309-3033 hereinafter called Owner, in the full and just sum of: \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

**EDDINGTON BOULEVARD REALIGNMENT PROJECT**

**City File #E16-025**

NOW, THEREFORE, the Principal is obligated to assure that the above referenced project will be in good working condition and free of faulty or defective workmanship or materials for a period of TWO (2) YEARS from date of payment of final acceptance by Owner.



**MAINTENANCE BOND**

PROVIDED, FURTHER, if the Principal shall at its own expense, properly repair, replace or remedy to Owner's satisfaction the faulty or defective workmanship or materials that may appear within two (2) years from the date of the final acceptance by the Owner, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTEST:  
  
PRINCIPAL \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Print Name) \_\_\_\_\_

(COMPANY SEAL)

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

SURETY \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Print Name) \_\_\_\_\_

(Attorney-in-Fact)

(SURETY SEAL)

NOTE: Date of Bond must not be prior to date of Contract.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Department of Treasury's most current list (Circular 570 as amended) and be licensed and admitted to do business in the State of Michigan.

**SECTION III - SUBCONTRACTOR LISTING**

Bidder agrees to use the following Subcontractors for the performance of the work of their respective trades unless otherwise approved in writing by the Owner prior to signing of the Contract. Bidder is aware of the subcontractor terms and conditions set forth in the project documents. Subcontractor list **must** be delivered within ten (10) City of Rochester Hills working days after date on the Notice of Award. **If the Subcontractor list is modified in any way after the initial submittal, the Contractor is required to resubmit a revised list to the Owner and Engineer at the pre-construction meeting.**

<u>ITEM</u>	<u>NAME, ADDRESS &amp; PHONE NO. OF CONTRACTOR</u>	<u>APPROXIMATE DOLLAR VALUE OF SUBCONTRACT</u>
Earthwork	_____	_____
	Phone: _____	_____
Bituminous Paving	_____	_____
	Phone: _____	_____
Concrete Curb and Gutter ADA Ramps	_____	_____
	Phone: _____	_____
Storm Sewer	_____	_____
	Phone: _____	_____
Restoration Items	_____	_____
	Phone: _____	_____
Other (Specify) _____	_____	_____
	Phone: _____	_____
Other (Specify) _____	_____	_____
	Phone: _____	_____

CONTRACT

ARTICLES OF AGREEMENT, made and entered into this date \_\_\_\_\_

by and between:

**THE CITY OF ROCHESTER HILLS**

**1000 ROCHESTER HILLS DRIVE, ROCHESTER HILLS, MI 48309-3033**

party of the first part, hereinafter called the "Owner" and

\_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_,

and State of **Michigan**, party of the second part, hereinafter called the "Contractor", to wit:

(1) That the Bid, Invitation to Bid, Instruction to Bidders, Description of Pay and Incidental Items, Bonds and Insurance, General and Special Conditions, General and Supplemental Specifications, General and Special Provisions, Plans and Drawings, Appendix and Addenda hereto attached or referred to identified as the **Eddington Boulevard Realignment Project, City File #E16-025** shall be and hereby made a part of this Agreement and Contract.

(2) That the party of the second part, under penalty of bond attached, shall furnish all labor, materials and appurtenances necessary, and do all the work as set forth in the Bid according to the specifications, plans, etc. which have hereinbefore been made a part of this Contract in a manner, time and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said party of the first part, for it and its successors, promises and agrees to pay to said party of the second part, the sum provided in the attached bid, dated \_\_\_\_\_ for \$ \_\_\_\_\_,

\_\_\_\_\_ (amount in figures and writing) including additions and deductions as provided therein all in the time and manner provided in the Contract Documents.

For the faithful performance of all and singular of the stipulations, terms and conditions of this agreement, said parties respectfully bind themselves, their successors, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, in duplicate, the day and year first above written.

SECTION III - CONTRACT

WITNESS:

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

PARTY OF THE FIRST PART:

CITY OF ROCHESTER HILLS

by \_\_\_\_\_  
Bryan K. Barnett, Mayor

WITNESS:

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

PARTY OF THE SECOND PART:

\_\_\_\_\_

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

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

\_\_\_\_\_  
Title of Authorized Signature

During the course of this Contract, the Contractor responsible may be reached at the following phone numbers:

Day-time office number: \_\_\_\_\_

Night-time emergency number: \_\_\_\_\_

SECTION IV - NOTICE TO PROCEED

To: \_\_\_\_\_

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

\_\_\_\_\_

**Eddington Boulevard Road Realignment  
Project Program - City File #E16-025**

You are hereby notified to commence Work in accordance with the Agreement dated, \_\_\_\_\_, on or before \_\_\_\_\_ 2017, and you are to reach final completion as outlined in the Contract no later than May 12, 2018.

Owner CITY OF ROCHESTER HILLS

By \_\_\_\_\_  
Allan E. Schneck, P.E.

Title Director, Department of Public Services

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

\_\_\_\_\_  
Contractor's Name

On \_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title of Authorized Signature

SECTION V - CONTRACTOR'S DECLARATION

**Contractor must sign one of the following statements before the current request for payment will be processed. Additional signatures may be necessary.**

I, \_\_\_\_\_, hereby declare that I have **NOT** during the  
(Contractor's Name)  
period \_\_\_\_\_, 2017 to \_\_\_\_\_, 2017  
(Date-First Day of Work for This Pay Period) (Date-Last Day of Work for This Pay Period)

performed any work, furnished any material, sustained any loss, damage or delay for any reason for which I shall ask, demand, or claim compensation from the City of Rochester Hills or his agents, under the contract dated \_\_\_\_\_, 2016 for the Project  
(Contract Date)

**Eddington Boulevard Realignment Project**

\_\_\_\_\_  
(Name of Project)

executed between myself and the Owner. I hereby make **NO CLAIM** for additional compensation and/or extension of time during this pay period.

\_\_\_\_\_  
(Authorized Signature & Title)

\_\_\_\_\_  
(Date)

**(OR)**

I, \_\_\_\_\_, hereby declare that I **HAVE** during the  
(Contractor's Name)  
period \_\_\_\_\_, 2017 to \_\_\_\_\_,  
2017  
(Date-First Day of Work for This Pay Period) (Date-Last Day of Work for This Pay Period)

performed work, furnished material, sustained loss, damage or delay for which I shall ask, demand, or claim compensation from the City of Rochester Hills or his agents, under the contract dated \_\_\_\_\_, 2017 for the Project  
(Contract Date)

\_\_\_\_\_  
(Name of Project)

executed between myself and the Owner. I hereby **MAKE A CLAIM** for additional compensation and/or extension of time during this pay period, as set forth on the itemized statement attached hereto.

\_\_\_\_\_  
(Authorized Signature & Title)

\_\_\_\_\_  
(Date)

SECTION V - CONTRACTOR'S DECLARATION

**If the Contractor has stated during this pay period there was additional costs incurred for Labor or Materials for which a claim for additional compensation and/or extension of time was requested, the Owner or Project Manager must answer the following questions and then obtain an additional signature from the Contractor indicating the acceptance or rejection of the resolution(s) before the current request for payment will be processed.**

\_\_\_\_\_  
(Name of the Owner or Project Manager)

**The Owner or Project Manager has RESOLVED THE CONTRACTOR'S COMPENSATION CLAIM in the following manner(s): (Circle all that Apply)**

Accepted   or   Not Accepted   or   Negotiating  
Change Order Attached   or   Change Order Forthcoming   or   Original Contract Item

Explain how the claim was or will be resolved:

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

\_\_\_\_\_  
(Authorized Signature & Title) (Date)

**(AND)**

\_\_\_\_\_  
(Name of the Contractor)

I, the Contractor, hereby declare that I **ACCEPT** the Owner or Project Manager's resolution(s) for the above claim(s).

\_\_\_\_\_  
(Authorized Signature & Title of Contractor) (Date)

**(OR)**

I, the Contractor, hereby declare that I **REJECT** the Owner or Project Manager's resolution(s) for the above claim(s).

\_\_\_\_\_  
(Authorized Signature & Title of Contractor) (Date)





**SECTION V - SWORN STATEMENT**

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

Deponent further says that he or she makes the foregoing statement as the \_\_\_\_\_ of the contractor for the purpose of representing the owner or lessee of the above-described premises and his or her agents that the above described property is free from construction lien claims, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

IF A SUBCONTRACTOR OR SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTOR A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

\_\_\_\_\_  
Deponent Signature

\_\_\_\_\_  
Deponent Printed Name

WARNING TO DEPONENT: A PERSON, WHO WITH THE INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

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

County, Michigan

My commission expires:

WAIVER

I / We have a contract with City of Rochester Hills to provide general contracting for the improvement to the property described as:

**Eddington Boulevard Realignment project**

**City File #E16-025**

and hereby waive my / our construction lien to the amount of \$\_\_\_\_\_ for the work provided through \_\_\_\_\_.

This waiver, together with all previous waivers, if any, covers all amounts due to me / us for contract improvements provided through the date shown above.

This waiver is conditioned on actual payment of the amount shown above.

\_\_\_\_\_

\_\_\_\_\_  
(Signature of lien claimant)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone

Signed on:

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SECTION V - CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF )

The undersigned, \_\_\_\_\_ hereby represents that on \_\_\_\_\_ they were awarded a contract by \_\_\_\_\_ hereinafter called the Owner, to \_\_\_\_\_ in accordance with the terms and conditions of Contract No. \_\_\_\_\_, and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of their indebtedness arising by reason of said contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, they shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Company Name

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

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

\_\_\_\_\_  
Title of Authorized Signature

Subscribed and sworn to before me, a Notary Public in and for \_\_\_\_\_ County, Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**TABLE OF CONTENTS**

<b><u>Item</u></b>	<b><u>Title</u></b>	<b><u>Page Numbers</u></b>
1.	Definitions.....	42
2.	Contract Documents.....	42
3.	Preconstruction Meeting.....	42-43
4.	Contract Specifications.....	43
5.	Engineering During Construction.....	43-44
6.	Authority and Duties of Inspectors.....	44
7.	Composition of the Contractor.....	44
8.	Assignment of Contract.....	44
9.	Agents.....	44
10.	General Requirements of Materials and Workmanship.....	44-45
11.	Protection of Work and Property.....	45
12.	Lines and Grades.....	45-46
13.	Testing and Sampling.....	46-47
14.	Contractor's Supervision and Origination.....	47
15.	Shop Drawings and Special Drawings.....	47-48
16.	Errors and Corrections in Drawings and Specifications.....	48
17.	Responsibility for Adjoining Structures.....	48
18.	Changes in the Work.....	48-49
19.	Basis for Determining Cost of Changes in the Work.....	49-50
20.	Contractor's Right to Stop Work.....	50
21.	Payment Withheld.....	50
22.	Estimated Quantities.....	50
23.	Estimates and Payments.....	50-52
24.	Payment Not to be Stopped.....	52
25.	Delays & Extension of Time.....	52-53
26.	No Damages for Delay.....	53
27.	Authority of Owner's Agents.....	53
28.	Use of Complete Portions of the Work.....	53
29.	Storage of Materials.....	53
30.	Cleaning Up.....	53
31.	Working Hours.....	53-54
32.	No Waiver of Contract.....	54
33.	Progress of Work.....	54
34.	Time is Essence of Contract.....	54
35.	Sanitary Regulations.....	54
36.	Permits, Regulations, Ordinances, and Codes.....	54-55
37.	Guarantee.....	55
38.	Royalties and Patents.....	55
39.	Information by the Contractor.....	55-56
40.	Forfeiture of Contract.....	56
41.	Relation to Other Contractors.....	56
42.	"Or Equal" Clause.....	56

**1. DEFINITIONS**

The following terms as used in this contract are respectively defined as follows:

- a) "Subcontractor": The qualified individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the contract, by virtue of an agreement with the Contractor approved by the Engineer and Owner.
- b) "Work on (at) the Project": Work to be performed, including work normally done at the location of the project.
- c) "Contractor": The person, firm or corporation to whom a contract is awarded by the Owner for the construction of the work at the site of the project.
- d) "Owner": The party of the first part of this contract.
- e) "Engineer": The person or firm to whom a contract is awarded by the Owner for the Professional Service of Construction Engineer for the project.
- f) "Written Notice": Shall be deemed to have been 'duly served' when such notice shall have been given or mailed to the Contractor or his superintendent at the site of the work or when such notice shall have been given or mailed to the Owner.

**2. CONTRACT DOCUMENTS**

The original and three counterparts of the contract shall be signed by the Owner and the Contractor.

The Contract shall consist of the Invitation to Bid, Instructions to Bidders, Bid Form, Legal Status of Bidder, Tax Forms, Statement of Qualifications, Insurance Documents (Certificates), Bonds, Power of Attorney Forms, Notice of Award, Subcontract and Material Listings, Contract, Construction Schedule, Site Personnel, Notice to Proceed, Payment Documents and any Change Orders, General Conditions, Special Conditions, General Specifications, Supplemental Specifications, Special Provisions, Appendix Information, Michigan Department of Transportation Standard Specifications for Construction, Project Plans, Michigan Department of Transportation Standard Plans, Michigan Manual of Uniform Traffic Control Devices, and any Change Orders.

**3. PRE-CONSTRUCTION MEETING**

A pre-construction meeting will be held prior to the beginning of any work. The Engineer will schedule the meeting as soon as possible after acceptable executed contract documents are received from the Contractor.

Notice of the meeting will be made to the Owner, the Contractor, and to the following entities, contingent upon their interest in the project:

- a) Utility Companies
- b) County Road Commission
- c) Michigan Dept. of Transportation
- d) Michigan Dept. of Labor - Safety Division
- e) Other State, Local and County Agencies

The purpose of the pre-construction meeting is to discuss particular procedures and potential

## SECTION VI - GENERAL CONDITIONS

problem areas. The Contractor is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The Contractor shall submit in writing at the pre-construction meeting the following information:

- a) Schedule of Construction
- b) Sources of Materials-Additions or Changes from Original Submission
- c) List of Sub-Contractors-Additions or Changes from Original Submission
- d) The Designated Safety Officer on the Job including all Phone Numbers
- e) Superintendent for the Project including all Phone Numbers
- f) Foreman in Charge on the Job Site including all Phone Numbers
- g) Emergency Phone Numbers for Contractor

As noted above, the Contractor is required to submit an outline of the proposed order of work and to indicate the schedule for completion of the major categories of the work consistent with the period of time specified under Time of Completion.

Approval by the Engineer and Owner of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the Contractor.

The Contractor's schedule of construction shall indicate a critical path for completing the work consistent with the period of time specified under Time of Completion. The schedule shall indicate the numbers and types of crews that will be employed at various times on the project.

### 4. **CONTRACT SPECIFICATIONS**

The intent of the Contract Documents is to include in the contract price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the work.

No extra charge will be allowed on a claim that particular supplemental contract instructions differed from the Contract Documents, incurring extra work, unless Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such, and has received from the Engineer an order, in writing, to so proceed.

In case any inconsistency, omission or conflict shall be discovered in the specifications or if in any place the meaning shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent of the documents.

Information regarding site of the work given in the specifications has been obtained by the Engineer and is believed to be reasonably correct, but the Owner does not warrant either the completeness or accuracy of such information, and it is the Contractor's responsibility to verify all such information.

### 5. **ENGINEERING DURING CONSTRUCTION**

## SECTION VI - GENERAL CONDITIONS

This work shall be subject to the approval of the Engineer, who shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the specifications.

### 6. **AUTHORITY AND DUTIES OF INSPECTORS**

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all parts of the work and to the preparation or manufacture of the materials for use in the work. Inspectors will not be authorized to revoke, alter, enlarge, or relax any of the provisions of these specifications. The Inspector will call the attention of the Contractor to any failure to follow the specifications that they may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials and work that has been completed. The Engineer will resolve any disputes between the Contractor and the Inspector. A decision will be rendered as soon as possible and the Contractor shall have no grounds for claims for "lost time" or "down time" arising from the ordered suspension regardless of the decision. In no instance shall any action or omission on the part of the Inspector relieve Contractor of the responsibility of completing the work in accordance with the specifications.

### 7. **COMPOSITION OF THE CONTRACTOR**

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### 8. **ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet, assign or transfer this contract or any portion thereof or any payments due them thereunder, without the written consent of the party of the first part. Subcontracting shall be in accordance with the Instructions to Bidders and the Subcontract Provisions and as specified herein.

Assignment or subletting the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen hereunder from any of the contract obligations.

The Contractor agrees that they are fully responsible to the Owner for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

No officer, agent or employee of the Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or to incur obligation in their behalf to any subcontractor, material supplier or other persons in any manner whatsoever.

### 9. **AGENTS**

Work shall be carried on under personal supervision of the Contractor or their properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the work with power to receive orders and carry out instructions.

### 10. **GENERAL REQUIREMENTS OF MATERIALS AND WORKMANSHIP**

In the specifications where a particular material or piece of equipment is specified by

## SECTION VI - GENERAL CONDITIONS

reference to some particular make or type or equal, it is not intended to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by the Contractor they will be given full consideration by the Engineer, and the Engineer's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all materials, equipment and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials as the Engineer may require.

The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by them, and such labor, tools or appliances shall be substituted therefore by the Contractor as will meet with the approval of the Engineer.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by Architects, Engineers and the trade.

### 11. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this contract. They shall, without delay, make good any such damage, injury or loss and shall defend and save the Owner harmless from all such damages or injuries occurring because of his work. They shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, and provide watchmen and other facilities for protection required by public authority or by local condition, all at no additional cost to the Owner.

In an emergency affecting the safety of life or of the work or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Owner, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Owner in good condition and repair at the time of the final estimate.

### 12. LINES AND GRADES

Principal reference lines or points and bench marks shall be given by the Engineer at such time as they may deem necessary; or, if the Contractor shall be in need of such reference lines or bench marks, they shall **notify the Engineer seventy-two (72) hours in advance.**

The Engineer will set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the Contractor with "cut sheets" referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in



## SECTION VI - GENERAL CONDITIONS

accordance therewith, and shall provide all labor and material to set the required batter boards and locate the work accurately with reference to the above points.

### 13. **TESTING AND SAMPLING**

- a) Where called for in the specifications, samples of materials in the quantity named shall be submitted to Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the Engineer.
- b) The Engineer and/or the Owner shall determine which materials are required by the specifications to be factory inspected or to have chemical or physical analysis or other inspection or test. The Contractor shall furnish to the Engineer and/or Owner two copies of orders for all materials requiring such inspection or test as soon as placed. Such orders shall contain complete information, including that as to quantity, quality, dimensions, sizes, capacities and types, and shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.
- c) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by the Engineer and/or Owner at any and all times during the manufacture or construction, and at any and all places where such manufacture or construction is carried on. The Engineer and/or Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and Contractor shall promptly segregate and remove the rejected material from the premises by the contractor who was responsible for the defects in the material. If Contractor fails to proceed at once with replacement of rejected material and correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may immediately terminate the contract.
- d) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all inspections and tests that may be required by the Engineer. All inspections and tests by the Engineer and/or Owner shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. Contractor shall be charged with any additional cost of inspection when material or workmanship is not ready at the time inspection is requested by the Contractor.
- e) Should it be considered necessary or advisable by the Engineer and/or Owner any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or their subcontractor, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting

## SECTION VI - GENERAL CONDITIONS

delay. If, however, such work is found to meet requirements of the contract, the actual cost involved in the examination and replacement shall be allowed the Contractor, and they shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- f) Inspection of material and finished articles to be incorporated in the work at the site may be made at place of production, manufacture or shipment stated in the specifications; and such inspections and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

### 14. **CONTRACTOR'S SUPERVISION AND ORIGINATION**

The work under this Contract shall be under the direct supervision and direction of the superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to them shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, efficient workperson and shall not use on the work any unfit person or one not skilled in the work assigned to them, and they shall at all times enforce strict discipline and good order among their employees. Whenever the Engineer shall notify the Contractor, in writing, that any person on the work is, in the opinion of the Engineer, careless, incompetent, disorderly, or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

The Contractor shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this contract and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given out and received by said representative shall be deemed to have been given to and received by the contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

### 15. **SHOP DRAWINGS AND SPECIAL DRAWINGS**

Where called for in the specifications, Contractor shall submit to the Engineer for approval, in not less than 5 copies, details, specifications, cuts and drawings of such equipment and structural work as may be required.

Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay. Approval of the Engineer shall not relieve the Contractor of responsibility for errors in the drawings, as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Engineer has approved the shop drawings.

When the work of the Contractor is of a nature originating with it, full general and detail drawings shall be furnished to the Engineer on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the Owner.

## SECTION VI - GENERAL CONDITIONS

It is understood that approval by the Engineer of Contractor's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

### 16. **ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS**

Contractor shall examine and check all drawings and specifications furnished by Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify the Engineer, in writing, of any and all errors, omissions or discrepancies they may discover by examining and checking of same. Contractor shall not be allowed to take advantage of any such error, omission or discrepancy, as full instructions will be furnished by the Engineer, and Contractor shall carry out such instructions as if originally specified. In no case shall Contractor proceed with the work in uncertainty, and any work done by Contractor after discovery of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

### 17. **RESPONSIBILITY FOR ADJOINING STRUCTURES**

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures, and all water mains, sewers, telephone, gas mains and other underground services and structures along and near the work which may be affected by their operations, and shall indemnify, defend and save harmless the owner against all damages or alleged damages to any such structures arising out of their work. Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of their operations.

### 18. **CHANGES IN THE WORK**

The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the Contract Documents; provided that if changes, additions or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the contract price, if any, because of any change, addition or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition or deduction. No claim for change, addition or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Engineer before commencement of the work. Where the written order diminished the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

Under circumstances which, in the judgment of the Engineer, so necessitate, the Engineer shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order by the Engineer shall be subject to later confirmation by the Owner when the extent and costs have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the contract and shall not affect or discharge the bonds furnished by the Contractor.

## SECTION VI - GENERAL CONDITIONS

The Contractor, without extra charge, shall make slight alterations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

### 19. **BASIS FOR DETERMINING COST OF CHANGES IN THE WORK**

Adjustments, if any, in contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:

- a) An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items.
- b) Unit prices: The unit prices may be the "Unit Price" set in the Agreement or fixed by subsequent agreement between the Owner and the Contractor.
- c) On a cost-plus-limited-basis, not to exceed a specified maximum limit of cost:  
"COST" as herein used shall be the actual and necessary costs incurred by the Contractor by reasons of the change in the work for:
  - 1) labor
  - 2) materials
  - 3) equipment rental
  - 4) insurance premiums
- d) Labor costs shall be the amount shown on the Contractor's payrolls with payroll taxes added when such taxes can be shown to have been incurred. In no case shall the rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by them to perform the work under the regular items of the Contract.
- e) Material costs shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by written order of the Owner after it has been delivered to or partially worked on by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Owner.
- f) Equipment rental shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rentals charged in the area for similar equipment or like size and condition, including the costs of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of the equipment on the site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on the site is required for the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.
  - a. Insurance premiums shall be limited to those based on labor payroll and to the types of insurance required by the contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

"PLUS" as herein used is defined as a percentage to be added to the items of "Cost" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage

## SECTION VI - GENERAL CONDITIONS

shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a sub-contractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is amount stated in the written order of the Owner authorizing the change in the work. The amount to be allowed the Contractor shall be the "cost" and "plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of changes in the work and shall present such information in such form and at such times as the Owner may direct.

### **20. CONTRACTOR'S RIGHT TO STOP WORK**

If the work should be stopped under an order of any court, or other public authority for a period of 3 months, through no act or fault of the Contractor or of anyone employed by them, or if the Owner should fail to pay to the Contractor within sixty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the Contractor may, upon seven days' written notice to the Owner and the Engineer, stop work or terminate this contract, and shall receive from the Owner payment in full for all the work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the contract.

### **21. PAYMENTS WITHHELD**

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective material not remedied;
- b) Claims filed or reasonable evidence indicating probable filing of claims;
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d) A reasonable doubt that the contract can be completed for the balance then unpaid;
- e) Damage to another contractor. When the above grounds are removed, payment shall be made for amounts withheld because of them.
- f) Failure of the Contractor to fulfill the required documents requested under **Section I** of the Bid Documents.

### **22. ESTIMATED QUANTITIES**

The quantities of various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this contract; and neither the Owner nor their agents is to be held responsible should any of the said estimated quantities be found incorrect during construction of the work; and Contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

### **23. ESTIMATES AND PAYMENTS**

The Owner shall pay and the Contractor receive the prices bid in the proposal, or agreed

## SECTION VI - GENERAL CONDITIONS

upon, less any deduction for any incomplete portion, based upon measurements made by the Engineer or as otherwise stipulated, and such measurements shall be final and conclusive.

The Owner shall prepare and the Contractor shall review the payment application prior to issuance. The Contractor shall submit to Owner a Contractor's Declaration declaring that they have not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which they will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing their payments for materials and labor, including payments to sub-contractors.

Payments, based on pay estimates, will be made net 60 days by check, 45 days by ACH or 20 days by credit card from the date of the pay estimate for work completed. ACH payment is available upon completion of an Authorization for ACH Direct Deposit of Vendor Payment form. All payments shall be subject to any deductions or reservation which may be made in accordance with the terms of this contract. The retainage held on each pay estimate shall be equal to 10% of the work completed to date until 50% of the contract is complete. Thereafter, the retainage held shall be equal to 5% of the current contract amount and the Contractor will be paid for 100% of the balance of the work completed. No allowance will be made for materials furnished unless incorporated into the finished work, or unless otherwise stated.

With each Pay Estimate, the Contractor shall submit a fully executed Sworn Statement with the most recent schedule of values and a Partial Conditional Waiver. The schedule of values shall allocate the entire contract sum among the various portions of the work. Sworn Statements shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Pay Estimate. The Contractor shall make payments that are due to all subcontractors and suppliers within ten (10) days after receipt of payment for the work from the City. The Contractor shall keep the project and the site free and clear of all liens and claims from subcontractors and suppliers.

Pay estimates shall not include requests for payment for portions of the work for which the Contractor does not intend to pay to a subcontractor or material supplier or other parties providing services for the Contractor.

The Contractor further warrants that, upon submittal of a Pay Estimate, all work for which payments have been previously issued and payments received from the City, shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, materials suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work. Failure of a prime Contractor to comply with prompt pay provisions may result in sanctions. Sanctions may include, but are not limited to withholding of estimates on projects where prompt payment violations are confirmed and/or withdrawal of bidding privileges.

No payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

The Contractor's request for final payment shall be accompanied by the following documents:

## SECTION VI - GENERAL CONDITIONS

- a) Contractor's Declaration
- b) Contractor's Affidavit
- c) Waivers, as required from major suppliers and subcontractors
- d) Release of surety
- e) Release from other public agencies for which permits have been obtained under this contract.

Within sixty (60) days after completion of the work under this contract to the satisfaction of the Owner and Engineer, in accordance with all and singular terms and stipulations herein contained, the Owner shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the Owner, furnish a Contractor's Affidavit that they have paid all claims of every nature, and/or secure a release from the surety or sureties approving payment of final estimate by the Owner. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of final payments aforesaid shall operate as, and shall be, a release to the Owner and their agents, from all claim and liability to the Contractor for anything done or furnished for, relating to, or affecting the work.

### **24. PAYMENT NOT TO BE STOPPED**

Owner shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provision of this agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the

Contractor or their sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

### **25. DELAYS AND EXTENSION OF TIME**

Provided a written application by the Contractor has been submitted, the Owner or Agent of the Owner may grant an extension of the Contract Time for Substantial Completion of the project if the Contractor is delayed at any time in the progress of the Project (a) by any act, omission, neglect or fault of the Owner, the Engineer, other public authorities or the employees, agents or servants of any of them; (b) by any act, omission, neglect or fault of any other contractor or subcontractor on the Work site not under the direction of the Contractor; (c) by delay in delivery of materials or equipment by the Owner, subcontractors or material suppliers not under the direction of the Contractor; (d) by delay in turnover of the Work site or portions thereof, by the Owner or other contractors to the Contractor for performance of the Work; (e) by changes ordered in the Work; (f) by any other cause which the Engineer determines was unavoidable, substantial, not reasonably foreseeable by the parties at the time of the execution of the Owner-Contractor Agreement, and not due to any act, omission, neglect or fault of the Contractor, including, but not limited to, acts of God or the public enemy, national emergency making performance temporarily impossible or illegal, strikes and labor disputes, or the combined actions of workers in no way chargeable to the Contractor's control, fires, floods, epidemics, quarantine restrictions, freight

## SECTION VI - GENERAL CONDITIONS

embargoes or adverse weather conditions of unusual severity and excessive duration for the time of year

### **26. NO DAMAGES FOR DELAY**

Should the Contractor be delayed in the commencement, prosecution or completion of the project for any of the causes specified under **Item 25 “Delays and Extensions of Time”** then the Contractor shall be entitled to an extension of time for substantial completion for a period equivalent to the time lost. The Contractor agrees that the entitlement is for a time extension only and agrees to make no claim for damages for delay in the commencement, prosecution or completion of this Contract. The Contractor further agrees that any such claim for damages shall be fully compensated for by an extension of time for substantial completion of the project, as determined by the Engineer.

In the event work is suspended because the Contractor does not perform no extension will be allowed for this period of time. The Contractor shall immediately request an extension of time when it becomes apparent that a legitimate extension is justified and necessary.

### **27. AUTHORITY OF OWNER’S AGENT**

No agent of the Owner shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without formal authorization to do so, conferred by the contract of which the specifications are a part, or by ordinance, resolution or other usual official action by the Owner.

### **28. USE OF COMPLETED PORTIONS OF THE WORK**

The Owner may, at any time during progress of the work, after written notice to Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the Contractor will be relieved of further work on, or maintenance of, said portion except as covered by their guarantee of same.

### **29. STORAGE OF MATERIALS**

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic of the street.

### **30. CLEANING UP**

The Contractor shall, as directed by the Engineer, remove at their own expense from the Owner's property and from all public and private property all temporary structures, rubbish and

waste materials resulting from their operations. Should the contractor fails to take prompt action to this end, the Owner (at their option and without waiver of such other rights as they may have) may, on thirty (30) days' notice, treat them as abandoned property, and remove such abandoned property and permission of such disposal granted to the Contractor by the Owner thereof.

### **31. WORKING HOURS**



## SECTION VI - GENERAL CONDITIONS

The Contractor is required to prosecute work under this contract during the hours of daylight. In accordance with the City of Rochester Hills ordinance, working hours in which noise can be made are 7:00 A.M. - 8:00 P.M., Monday thru Saturday. Sunday and night work is permitted only by prior approval of the Mayor.

### 32. **NO WAIVER OF CONTRACT**

Neither acceptance of the whole or any part of the work by the Owner or their Engineer, or any of its agents, nor any order, measurements or certificate by the Engineer, nor any order by Owner for payment of money, nor any payment for the whole or any part of the work by Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waive for any portion of the contract or any power therein provided; nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

### 33. **PROGRESS OF WORK**

The work shall be prosecuted regularly and uninterruptedly, unless the Engineer shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the Engineer it is necessary or advisable that certain portions of the work be done immediately, the Contractor upon written order shall proceed with such work without delay. If the Contractor fails to proceed the Engineer may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the Contractor under this contract.

### 34. **TIME IS ESSENCE OF CONTRACT**

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the work is the essence of this contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

### 35. **SANITARY REGULATIONS**

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor and their use shall be strictly enforced.

### 36. **PERMITS, REGULATIONS, ORDINANCES, CODES, LAWS, AND LICENSES**

The Contractor shall secure all permits and licenses necessary for the prosecution of the work within public streets, highways, roads or alleys and shall conduct their operations in accordance with the provisions of such permits. The Contractor shall pay at their own expense for any permits, licenses, and inspection fees required in connection with such permits and shall also furnish any required bonds and pay the cost of the same. The Owner will apply for and post the necessary fees for the OCDC Soil Erosion & Sediment Control permit. **The required permits for this project are located in Appendix D.**

The Contractor shall keep them self fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

## SECTION VI - GENERAL CONDITIONS

The Contractor shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, the Contractor shall notify the Owner at the time of submitting their bid. After entering into contract, Contractor will be held to complete the work necessary to meet local requirements without extra expense to Owner.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

### 37. **GUARANTEE**

The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of two (2) years from the date of final payment to keep in good order and repair any defect in all the work done under the contract, either by the Contractor, their subcontractors, or material Contractors, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner, and the Contractor shall execute, in favor of the Owner, the attached Maintenance and Guarantee Bond.

### 38. **ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees and shall hold and save the Owner and their agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the Owner, involving any such patents or license rights, then the Owner shall have the right to, and may retain, from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to protect said Owner against loss, and such sum may be retained by the Owner until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the Owner.

### 39. **INFORMATION BY THE CONTRACTOR**

The Contractor shall submit to the Engineer full information as to the materials, equipment and arrangements, which the Contractor proposes to furnish. This information shall be complete to the extent that the Engineer may intelligently judge if the proposed materials, equipment and arrangements will meet with the contract requirements.

Prior to approval of materials and arrangements by the Engineer based on the information submitted by the Contractor, any work done by the Contractor shall be at their own risk.

## SECTION VI - GENERAL CONDITIONS

Approval of information covering materials, equipment and arrangements by the Engineer shall in no way release Contractor from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from their liability to replace same should it prove defective.

### **40. FORFEITURE OF CONTRACT**

If work to be done under the contract shall be abandoned by Contractor or if, at any time in the judgment of the Owner, the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the

Owner shall have the right to take possession of the work, including Contractor's plant, supplies and materials, at any time after having notified the Contractor, in writing, action shall not affect the right of the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the persons employed thereon.

The Owner may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, to be paid by Contractor or their sureties to said Owner.

### **41. RELATION TO OTHER CONTRACTORS**

The Contractor shall conduct operations as not to interfere with or injure the work of other contractors or workperson employed on adjoining or related work, and shall promptly make good any injury or damage which may be done to such work by them or their employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Owner shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

### **42. "OR EQUAL" CLAUSE**

Whenever, in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such manner as to exclude manufacturers' products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to an Owner's approval of material and equipment before they are incorporated in the work.

## TABLE OF CONTENTS

<u>Item</u>	<u>Title</u>	<u>Page Number</u>
1.	General .....	58
2.	Construction Schedule and Time of Completion .....	58-59
3	Liquidated Damages.....	59
4	Construction Standards .....	59-60
5.	Incidental Contract Items .....	60
6.	Emergency Repair .....	60-61
7.	Geotechnical Reports .....	61
8.	Easement and Right-of-Way .....	61
9.	Removal of Excavated Material .....	61
10	Load Restrictions on Local Streets.....	61
11.	Excavation Dewatering .....	61-62
12.	Soil Erosion and Sedimentation Control.....	62-65
13.	Staking.....	65
14.	Preservation and Protection of Survey Controls and Monument Points.....	65
15.	Clearing and Grubbing .....	65
16.	Cleaning Structures .....	65-66
17.	Use of Water.....	66
18.	Progress of Work and Regular Cleanup.....	66
19.	Miscellaneous Damages .....	66
20.	Dust Control .....	66
21.	Samples for Test.....	66
22.	Traffic Control.....	66-67
23.	Bi-Weekly Progress Meetings.....	67
24.	Restoration of Landscaping Items .....	67-68
25.	Project Limitations and/or Restrictions.....	68
26.	Utility Structure Adjustment .....	68
27.	Blank Sheet .....	69

1. **GENERAL**

These Special Conditions are supplemental to the Instructions to Bidders, the General Conditions, and General Specifications and where conflicts exist between the aforementioned sections in the Special Conditions shall govern.

All construction procedures shall comply with the safety code of the State of Michigan and appropriate portions of the Occupational Safety and Health Act, 1970.

The City reserves the right to add to or delete from the quantities of the projects at no change in the unit price of the items in the Contract.

2. **CONSTRUCTION SCHEDULE AND TIME OF COMPLETION**

Prospective bidders are advised that final completion of the entire project shall be completed and accepted by the Owner no later than **the date outlined in the Instruction to Bidders**. In the event of failure or neglect of the contractor to complete the entire project by this date, the contractor and/or its Surety shall pay to the City liquidated damages as specified in Item #4 of these Special Conditions.

Note that Section 101 of the MDOT 2012 Standard Specifications for Construction shall be used to define working days.

The work, including the final cleaning up, shall be completed on or before the time limits agreed upon in the Contract.

For **calendar day contracts**, an extension of the time for opening to traffic and for contract time will be allowed, at the direction of the Engineer, for reasons such as, but not limited to:

1. Delay on account of suspension of work by the Engineer for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the Engineer.
2. Delays due to unforeseen causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to:
  - a. Court injunctions which affect in any way the subject matter of the contract or which affect either party's ability to perform the contract.
  - b. Changes in State or Federal law, labor disputes, civil disorder, riots, tornadoes, floods, periods of seasonal suspension by order of the Engineer, etc.
  - c. Unusually severe weather, which shall mean adverse weather, which at the time of year in which it occurred, is unusual for the place in which it occurred.

Delays due to the actions of the elements such as normal rains, snows, hail, winds, or drought shall be anticipated by the Contractor in establishing his/her construction schedule and shall not be reason for extension of time.

The normal or mean rain days for each month shall be as follows:

MONTH	January	February	March	April	May	June
Normal Rain Days	6	5	6	6	5	5
MONTH	July	August	September	October	November	December
Normal Rain Days	4	4	4	4	5	6

## SECTION VII - SPECIAL CONDITIONS

All rain days (excluding Sundays) in excess of the normal rain days shall be considered valid for extension of contract time.

Requests for extension of time shall be filed by the Contractor in writing to the Engineer no later than seven days following the termination of the delay. In case of delays due to adverse weather, the request for extension of time shall be filed within seven days following the end of the calendar month in which the delay occurred. The Contractor shall set forth fully therein the reasons believed to justify the Engineer in granting the request. If the Engineer finds that the work was delayed on account of unusual conditions beyond the control of the Contractor, the Engineer will, with or without notice to the Surety, grant an extension of time for as many calendar days, or working days, as appear to be reasonable and proper for the time for opening to traffic and the contract time. The number of calendar days, or working days, granted for each extension will be recorded by authorization. The time for opening to traffic and the contract time as extended shall thereafter be as binding upon the Contractor and Surety as if they appeared in the contract originally.

The Engineer, by permitting the Contractor or the Surety to continue and finish all or any part of the work after the original or extended time, shall not be deemed to waive any rights under the contract.

The contract completion time as extended shall then be considered as in full force and effect as if they were the time limits in the original contract. The Contractor agrees that, in lieu of any claims for damages, extra compensation, injury, loss, or costs of any kind under this contract or otherwise as a result of a delay or slowdown, the only remedy available to the Contractor under the contract or otherwise, other than Section 104, shall be request for an extension of time pursuant to this Subsection.

The Contractor, by submitting a request for an extension of time, thereby waives any right to claim under the contract or otherwise, damages, extra compensation, injury, loss, or costs of any kind resulting from or arising out of the delay or slowdown.

### 3. **LIQUIDATED DAMAGES**

It is hereby understood, and mutually agreed, by and between the Contractor and Owner, that the time of completion as specified is an essential condition of this contract.

The amount of liquidated damages for this project shall be as follows:

The amount of liquidated damages for this project is identified in the Instruction to Bidders for each calendar day that final completion of the entire project including restoration that is not completed and accepted by the Owner after the date identified in the Instruction to Bidders.

Calendar Day is defined as every day shown on the calendar beginning and ending at midnight. Unless otherwise designated, the word "day" shall mean calendar day.

See **Item #20 of Section I of Instruction to Bidders** for additional information regarding Liquidated Damages for this project.

### 4. **CONSTRUCTION STANDARDS**

All work performed and materials used in the construction of this project shall be in accordance with the specifications enclosed herein, as well as those of the City of Rochester Hills, and the Michigan Department of Transportation, except as follows;

Delete Division 1 of the Michigan Department of Transportation Standard Specifications for

## SECTION VII - SPECIAL CONDITIONS

Construction, except Section 101, 104.07, 108.03 and Section 108.07, in its entirety and replace with the General Conditions, General Specifications and Insurance and Bond Specifications.

Additional changes to the Standard Specifications for Construction are included in the Contract Documents as "Supplemental Specifications" and "Special Provisions".

### 5. **INCIDENTAL CONTRACT ITEMS**

All items called for in the specifications or shown on the plans and not specifically noted in the proposal, as pay items shall be considered included with other items of the project.

### 6. **EMERGENCY REPAIR**

When the Contractor is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the Engineer shall direct field-related operations and require immediate efforts by the Contractor to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

- a. The Engineer shall inspect the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- b. The Engineer then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
  - 1) The Contractor under contract with the Owner to perform all work on the site location in questions;
  - 2) The City's Department of Public Services;
  - 3) An independent contractor designated by the Owner.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the Engineer's authorized agent and the Contractor at the time of declaring such an "emergency situation" as set forth herein before; the Contractor under contract to the Owner for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the Engineer, then the Contractor shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting therefrom. The Engineer shall then contact the City's Department of Public Services for their assistance in correcting the "emergency situation". Where existing commitments by the Department of Public Services prohibit their immediate response to the request by the Engineer, the Engineer shall finally direct that corrective measures be performed by the independent contractor previously contacted by the Owner to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the contractor on this project shall be borne by the Contractor and it is necessary to engage the services of the Department of Public Services or an independent contractor, then all costs incurred would be deducted from monies due and payable to the Contractor on the particular project as set forth on any ensuring regular job

estimates.

Typical costs, which will be deducted from contract monies due would be as set forth hereafter:

- a. Payroll wages, benefits and taxes
- b. Material bills
- c. Equipment rental (Detroit area rates) and moving costs
- d. 15% profit and overhead for independent contractor
- e. 20% administrative costs
- f. Inspection costs

**7. GEOTECHNICAL REPORTS**

The Contractor shall make his own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the City of Rochester Hills. This shall apply whether or not borings or cores are shown on the drawings. **See Appendix C for Geotechnical Reports (if applicable).**

**8. EASEMENT AND RIGHT-OF-WAY**

The Contractor shall confine his work to the road right-of-way, City-owned property and shall not occupy those properties where signed easements have not been obtained.

**9. REMOVAL OF EXCAVATED MATERIAL**

In construction areas where existing surface or underlying materials must be removed to reach the approved subgrade, the materials shall be carefully excavated so as to avoid disturbing adjacent properties. All surplus materials, which cannot be incorporated into the work, shall become the property of the Contractor and shall be removed from the project area at the end of the workday.

If the Contractor wishes to stockpile material on nearby vacant properties, it will be his responsibility to contact the property owner for permission. The City of Rochester Hills will not become involved with any such agreements and will not be held responsible for any damages, which the Contractor may cause to private property.

**10. LOAD RESTRICTIONS ON LOCAL STREETS**

The Contractor shall not operate heavy trucks or equipment on any side street within the project area. In addition, when reconstruction/resurfacing has been completed on a street or portion of a street, the Contractor shall not operate heavy trucks or equipment on the finished section unless permission is received from the Engineer.

**11. EXCAVATION DEWATERING**

The Contractor shall maintain any excavation free of water during construction. Water accumulated due to rainfall or runoff and minor groundwater inflow which can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. Dewatering shall be considered incidental to construction.

The Contractor shall take adequate precaution to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts,



natural drainage courses, ponds, lakes or wetlands.

The Contractor shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrian or motor vehicles passing in the vicinity of the construction site.

Electrical pumps shall have suitable power supply appurtenances meeting N.E.C. Requirements and shall be properly fused and grounded to prevent electrical shock hazards to on site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

**12. SOIL EROSION AND SEDIMENTATION CONTROL**

The Contractor shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of Public Act 451 of 1994, and with all the requirements, rules and standards of the WRC, official enforcing agent, for the project location.

The Contractor shall conduct his operations so as not to allow excavated material to enter the existing sewer system.

If a soil erosion control permit is required on this project, the Contractor shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the Contractor and requires that a bond be posted, the Contractor shall include in his bid the permit fee and bond expense.

The Engineer shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for Contractor's claims for "down time" or "lost time".

Any soil erosion control work that is required by the Owner, Permit Agent or Engineer for this project shall be considered as incidental to the overall project cost. Soil erosion control measures shall be maintained to the satisfaction of the Engineer at no additional cost to the Owner.

**CONTROL REQUIREMENTS**

All earth changes shall be made in such a manner as to minimize the area of disturbed land exposed and unprotected against the erosion action of wind, ice, precipitation, and or the flow of water and the duration of such exposure.

Sediment caused by accelerated soil erosion shall be restricted to a "Non-Polluting Minimum" (as determined by the agency designated in accordance with and having jurisdiction and responsibility for the enforcement of, the provisions of the Soil Erosion and Sedimentation Control Act of 1994, Part 91 of Act 451) before it leaves the site of the earth-change.

All sedimentation control facilities shall be maintained in an operating condition satisfactory to the designated agency, for the period of time which that agency deems necessary. This provision applies to all facilities that directly receive waters from the earth-change area, whether such facilities are a part of the proposed construction or existed prior to proposed construction.

Temporary stabilization measures shall be repeated when, and as often as, required by the aforementioned agency. Any facility constructed for the conveyance of water around, through or from the earth-change area shall limit the water flow to a nonerosive velocity.

## SECTION VII - SPECIAL CONDITIONS

"Temporary" sedimentation control devices and facilities shall be removed upon completion of the primary construction. The land surface area formerly occupied by such facilities shall then be graded and restored in accordance with the plans and specifications.

### CONTROL MEASURES

- A. Construction Sequence - To minimize the area of unstabilized land surface over which storm waters must flow, construction shall proceed from the lower end to the upper end of the project whenever possible.
- B. Temporary Stockpile - Steps shall be taken to minimize erosive loss and resultant off-site sedimentation from stored piles of excavated and resultant off-site sedimentation from stored piles of excavated spoils, top soils, sand, etc. Control methods used may include remote storage (particularly where a watercourse or body of water may be near the construction area), covering, temporary stabilization, compacting, diversion ditches, etc., severally or in combination, as may be dictated by the size, type, location, season and anticipated duration of storage.
- C. Sedimentation Control - Shall be removed from water issuing from storm drains under construction, prior to the release of such waters to a lake or stream. Unless such waters are discharged into a permanent sedimentation control facility such as a sedimentation basin, the Contractor shall provide, and maintain a "temporary" sedimentation control device or facility shall be located immedi-upstream of the point of discharge to the lake or stream.

The Contractor shall provide a suitable "temporary" sedimentation control facility at any connection to an existing enclosed storm drain, to minimize deposition of sediment in the existing storm drain during construction.

To prevent sediment from entering existing storm drains during the construction period, the Contractor shall provide suitable control facilities such as, curb and gutter inlets, inlets, inlet headwalls, field catch basins, etc. All open ditches and natural watercourses intercepted by the proposed construction shall be temporarily rerouted, provided with "temporary" sediment-control facilities within their cross-section, and/or diverted into the newly established drain via non-erosive channels.

"Temporary" sedimentation control devices and/or facilities shall be as designated on the plans, or equivalent approved by the Engineer.

In all cases, such facilities, whether permanent or temporary, shall be provided prior to any significant clearing, grading or surface disruption of the tributary area.

- D. Dewatering - Pumped water from well points or dewatering wells installed to lower the water table to facilitate the proposed construction shall not discharge onto unstabilized areas. Such discharge shall be conveyed by pipe, hose or stabilized channel to a settling basin or other suitable sedimentation control facility.
- E. Watercourse Proximity - Where natural streams, marshes or existing drainage watercourses are encountered within, or are situated within drainage watercourses are encountered within, or are situated within five-hundred (500) feet of the right-of-way of the proposed construction, special care shall be exercised to minimize erosive losses and water contamination. These shall include, but not limited to, the following:
  - 1) Prompt completion of work (including clean-up operations) in all area adjacent to streams, marshes or watercourses.

## SECTION VII - SPECIAL CONDITIONS

- 2) Temporary or permanent use of sheet piling, earth berms, straw, gravel, or other erosion control devices during construction to minimize erosion and the resultant deposition of sediment into any stream, marsh or watercourse.
- F. Vehicular Controls - Where vehicles or heavy equipment must cross-streams, ditches or other existing watercourses, installation of culverts or bridges at approved locations will generally be required. Where frequent use of improved roads by off-the-road vehicles is encountered, suitable cleaning methods shall be used to minimize the transfer of sediment-producing materials from the treads and tracks of the vehicles onto the improved surface.
- G. Restabilization of Terrain - Final cleanup shall leave the property in as good or better condition than it was at the beginning of construction. Cleanup operations including at least rough grading and temporary stabilization shall be started within fifteen (15) days from the date pipe is laid (or the shaping of an open drain is completed) in any location, and shall be completed within the next fifteen (15) days.
- 1) Temporary Stabilization - Temporary stabilization applied during freezing weather shall consist of hay or straw mulch applied at the rate of two (2) tons per acre, "tacked" in place with liquid asphalt (MDSH designation RC-250 or MC-250) applied at the rate of five hundred (500) gallons per acre. Temporary stabilization applied during other than freezing weather shall consist of perennial rye grass applied at the rate of twenty-five (25) pounds per acre with hay or straw mulch applied at the rate of two (2) ton per acre, "tacked" in place with liquid asphalt (MDSH designation RC-250 or MC-250) or with asphalt emulsion (MDSH designation RS-1m or SS-1s) applied at the rate of two-hundred (200) gallons per acre.
    - a) Shall be provided during the non-growing season for all areas to be sodded. This time period is generally from October 21st through April 30th, both inclusive.
    - b) Shall be provided during the non-growing season for all areas to be seeded. This time period is generally from October 2nd through April 19th, both inclusive.
    - c) Shall be provided for all uncompleted areas where significant earth disruption ceases for more than thirty (30) days.

All areas which have been temporarily stabilized shall be permanently stabilized no later than sixty (60) days following commencement of the planting season immediately following substantial completion of construction.

All mulch used for temporary stabilization shall be either removed or deeply incorporated into the soil prior to permanent stabilization.

- 2) Permanent Stabilization - Is hereby defined as the work described elsewhere in the specifications, under the provisions entitled "Site Improvement".

All land disturbed during the course of construction of the project shall be permanently stabilized by the Contractor.

### **CONTRACTOR'S GENERAL RESPONSIBILITY**

The Contractor shall be responsible for the proper implementation (construction, timing and sequencing of operations, maintenance, etc.) of the "Soil Erosion and Sedimentation Control Plan" as a part of this contract.

A regular inspection program and a thorough maintenance program shall be developed and implemented by the Contractor, to insure the effectiveness of the erosion and sedimentation

control practices.

### **BASIS OF PAYMENT**

Soil erosion and sedimentation control will be paid for as follows:

- A. The construction, maintenance and subsequent removal of "temporary" erosion and sedimentation control devices called for on the plans will be considered incidental (Incid.) to this contract.
- B. Temporary stabilization and control methods employed to minimize erosive loss and resultant off-site sedimentation from temporarily stored piles of excavated spoils, topsoil, sand, etc., shall be included in the contract unit prices bid for other contract items.
- C. Permanent stabilization will be paid for as outlined in PROPOSAL.
- D. Other permanent erosion and/or sedimentation control features called for on the plans shall be included in the contract unit prices bid for other contract items, except as otherwise expressly indicated in the proposal.

### **13. STAKING**

Where required, the Engineer will provide construction staking. Staking will be provided at 50 foot intervals or as requested by the Contractor. A **minimum of 72 hours advance notice** will be required for staking. Pavement removal areas on the local roads will be marked in the field by the Engineer. The Contractor shall carefully preserve all stakes set by the Engineer. In the case of willful or careless destruction, the Engineer shall provide the restaking, and Contractor shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduction on pay estimates and the resulting amount retained by the Owner for payment of restaking.

### **14. PRESERVATION AND PROTECTION OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES**

The Contractor shall protect and preserve all monument points, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this contract, the Contractor shall be charged at invoice cost from the Engineer for replacing the points. Care shall be exercised by Contractor when operating near the markers, as any carelessness in his operations will also cause a time delay to his schedule due to additional stakeout time required to replace reference points, lines, etc.

### **15. CLEARING AND GRUBBING**

This work shall consist of cutting, removing from the ground, and disposing of trees smaller than 8" in diameter, stumps smaller than 8" in diameter, brush, shrubs, roots, logs and other vegetation occurring within the limits as shown on the drawings.

All vegetation which is outside the limits shown on the drawings shall be carefully protected from damage or injury during all construction operation. Any trees or shrubs outside the limits or that are designated to be maintained within the limits of clearing but are damaged by the Contractor's operations shall be repaired or replaced by the Contractor, as directed by the Owner. Clearing and grubbing shall be considered part of the pay item Station Grading (Mod.).

### **16. CLEANING STRUCTURES**

All structures within the project area must be cleaned by the contractor of all construction related

## SECTION VII - SPECIAL CONDITIONS

debris, including sand, and silt generated during the construction operations. This work shall be considered as incidental.

### 17. USE OF WATER

Contractor shall not make connection to any fire hydrant without first contacting the Rochester Hills Department of Public Services at (248) 656-4685. A no-fee water meter is required. The City requires at least 24-48 hours notification from the contractor for a meter installation. Contractor should provide the location(s) of hydrant(s) by way of street addresses.

### 18. PROGRESS OF WORK AND REGULAR CLEANUP

The intent of these specifications is to provide qualitative guidelines for orderly execution of the contract requirements. Insofar as the Contractor makes satisfactory progress and maintains an effective cleanup following the construction operations, the direction of the work force shall be solely his responsibility. If, however, in the judgment of the Owner, adequate cleanup and site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, further construction shall be halted and work forces directed to the restoration activity until proper order is restored. This shall not be construed as cause for additional compensation.

### 19. MISCELLANEOUS DAMAGES

The Contractor shall be responsible for repairing all damages to existing lawns outside the limits of paving. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, or any other surface or sub-surface items of value damaged by the Contractor shall be repaired, replaced or removed and replaced, to at least equal condition at the Contractor's expense unless otherwise specified on the plans.

### 20. DUST CONTROL

Dust control shall be a continuous responsibility of the Contractor until final road treatment is completed and the roads have been accepted by the City for maintenance.

Failure by the Contractor to provide adequate dust control shall be sufficient reason for the City to cause such necessary dust control measures to be taken and back charge all costs for same against monies due the Contractor.

The Contractor shall thoroughly water or treat the roadway with other dust control measures as determined necessary by the Engineer throughout this project at such times and locations and in such amounts as may be required by the Engineer. The cost of this item shall be incidental to contract.

### 21. SAMPLES FOR TEST

The Contractor shall furnish all samples of materials necessary for tests as determined by the Engineer or the Inspector. All samples taken for analysis and tests shall be taken in such manner as to be truly representative of the entire lot under test. The Contractor shall furnish such assistance and facilities as the Engineer may require for collecting, storing or curing samples. Where tests are required, they shall be made at the expense of the Owner, unless otherwise called for in the Specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be performed by the manufacturer and the certificates of approval submitted to the Engineer.

### 22. TRAFFIC CONTROL

## SECTION VII - SPECIAL CONDITIONS

The contractor shall be responsible for furnishing and installing all construction signs, flag people and traffic control devices, as required for the protection of the public, his workmen and the Owner's employees in strict compliance with state and local requirements, particularly in accordance with the latest edition of the Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.), included in Drawings & Details, and in accordance with traffic control plans enclosed within City contract bid specifications.

Road closures will not be permitted without prior City approval and additional traffic control procedures implemented. **Local traffic must be maintained at all times.**

All traffic control devices shall be:

1. Installed prior to the start of construction.
2. Properly maintained and/or operated during the time construction is ongoing.
3. Kept clean and fresh appearing at all times. **Must meet the *American Traffic Safety Service Association (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices.***
4. Kept in place only as long as they are needed and removed immediately thereafter.

Should any barricades need to remain overnight, proper lights shall be affixed to them and shall be in good working order.

**"ROAD WORK AHEAD"** signs shall be used for all traffic approaching the construction area.

**NOTE: The Fire Department Must Be Advised at 248-656-4650 Of The Following:**

1. Area(s) of active construction giving address range or streets;
2. Any portion of the road is closed or any portion of the roadway is inaccessible;
3. When a road will be open and accessible.

**All roads must be open and accessible for emergency vehicles during evening and overnight hours.**

### **23. BI-WEEKLY PROGRESS MEETINGS**

During the life of the project, bi-weekly progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items, which may impact the progress of the work. This meeting shall be attended by the Contractor, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the Engineer, and the City. The date, place, and time of the first progress meeting will be set at the pre-construction meeting and subsequent meetings will follow every two weeks.

### **24. RESTORATION OF LANDSCAPING ITEMS**

The Contractor shall conduct his work activities in such a manner as to minimize damage to any existing landscaping items. The property owners have been notified to remove or relocate any decorative landscaping, sprinkler systems, fencing, shrubs, trees, etc. prior to the commencement of the project with the failure to do so possibly resulting in the Contractor removing these items in order to construct the Project.

Restoration of any item removed or relocated by the Contractor shall become the responsibility of the property owner.

The relocation or removal of any item by the Contractor will not be paid for separately but shall

## SECTION VII - SPECIAL CONDITIONS

be deemed to have been included in other work items unless otherwise specified in the contract documents.

### 25. **PROJECT LIMITATIONS AND/OR RESTRICTIONS**

The Contractor will schedule work activities so as to minimize construction equipment from utilizing the completed portions of work.

The Contractor shall maintain local traffic at all times except through the limits and duration of the pavement removal operation. Road closure signs shall be provided and installed by the Contractor according to the specifications and details provided in the Special Provision for Traffic Maintenance and Control.

Note: Contractor is required to install underground utilities prior to the removal of existing pavement and curb & gutter.

### 26. **UTILITY STRUCTURE ADJUSTMENT**

All utility structures that are within the HMA pavement area of the project will not be adjusted to their final grade until after the HMA base and/or leveling courses have been placed and just prior to the placement of the HMA wearing course. If structures are adjusted to final grade and the bituminous wearing course is unable to be placed, these structures will be lowered to be even with or lower than the existing surface. This work is not applicable to this project.

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**TABLE OF CONTENTS**

<b><u>Item</u></b>	<b><u>Title</u></b>	<b><u>Page Number</u></b>
1.	Use of Streets or Public Property .....	70
2.	Maintenance of Service .....	70
3.	Cleanliness of the Work .....	70
4.	Street Cleanliness .....	70-71
5.	Existing Utilities.....	71
6.	Protection of Public and Private Utilities and Fences.....	71
7.	Preservation of Trees & Shrubbery.....	71-72
8.	Ownership of Salvage Materials .....	72
9.	Maintenance of Pavements, Surfaces and Structures.....	72
10.	Materials.....	72
11.	Protection of Materials and Equipment.....	72
12.	Heat .....	73
13.	Power and Light .....	73
14.	Water .....	73
15.	Working Space .....	73
16.	Pumping, Bailing, and Draining.....	73
17.	Sheeting, Shoring, and Bracing.....	73
18.	Boring and Jacking.....	73
19.	Easements.....	74
20.	Locating Work.....	74
21.	Weather Protection and Heating .....	74
22.	Watchmen.....	74
23.	Compliance with M.I.O.S.H.A.....	74
24.	Monuments and Survey Markers .....	74

**1. USE OF STREETS OR PUBLIC PROPERTY**

The Contractor's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the Engineer.

Should the Contractor require space other than the above, he shall obtain same in private property at no cost to the Owner, by private agreement, a copy of which shall be given the Owner.

**2. MAINTENANCE OF SERVICE**

Drainage through existing sewers and drains shall be maintained at all times during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work which interferes with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

All detours, shown on the drawings or required because of Contractor's operations, shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic, and red flags by day and red lights by night shall be diligently posted by Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the Engineer, to reasonably accommodate the public.

In the event of Contractor's failure to comply with these provisions, the Owner may, with or without notice, cause the same to be done and will deduct the cost of such work from any money due or to become due the Contractor under this contract, but performance of such work by the Owner, or at his insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

**3. CLEANLINESS OF THE WORK**

Contractor shall keep the work and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. Contractor's equipment, temporary buildings and excess materials shall be promptly removed from public property as they become no longer needed for the progress of the work. At completion of the work, the premises shall be left rake clean. Newly constructed sewers, concrete chambers, flumes and manholes shall be cleared of all scaffolding, centering, and debris of all sorts.

**4. STREET CLEANLINESS**

Contractor shall clean and keep clean the streets, the work, and public and private property occupied by him, from waste materials or refuse resulting from his operations. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their loads shall be trimmed. Should Contractor be negligent of his duties in maintaining proper street

## SECTION VIII - GENERAL SPECIFICATIONS

cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for all the costs therefore.

### 5. EXISTING UTILITIES

Certain underground structures, utilities, and fences have been shown as an aid to the Contractor but the Owner does not guarantee their location or that other underground structures, utilities or fences may not be encountered.

### 6. PROTECTION OF PUBLIC AND PRIVATE UTILITIES AND FENCES

- a) In General - Where any utility, water, sewer, gas, telephone or any other public or private utilities or fences are encountered, the Contractor must provide adequate protection for them, and he will be held responsible for any damages to such utilities and fences arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the Contractor shall notify the utility owner of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work, that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, Contractor shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges therefore.

- b) Existing Sewer Facilities - In instances, existing sewer or drains will be encountered along the line of work. In all such cases, Contractor shall perform his operations in such a manner that sewer service will not be interrupted; and shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, Contractor shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the Engineer such that sufficient clearance for the sewer will be provided.

- c) Existing Water Facilities - Where existing water mains are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the municipality. Contractor shall receive no extra compensation for relaying and/or lowering or raising of water mains.

- d) Existing Gas Facilities – See Utilities Special Provision

- e) Existing Fences - When existing fences are encountered in the work area and it is necessary that they be removed in order to carry out the work, Contractor shall restore, at his own expense, such fences or otherwise compensate the Owner by private agreement, a copy of which shall be submitted to the Engineer before Contractor may be released from responsibility.

### 7. PRESERVATION OF TREES & SHRUBBERY

Contractor shall protect and preserve all trees along the line of work. Where necessary to preserve the tree and its main roots, the Contractor shall tunnel under such trees. Where specifically called for on the drawings, the Contractor shall remove trees completely, including

the stump and main roots.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without written permission of the Engineer, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to Owner.

The Contractor shall protect and/or replace all shrubbery damaged or destroyed by operations under this contract. The Contractor shall receive no extra compensation for preservation of trees and shrubbery.

**8. OWNERSHIP OF SALVAGE MATERIALS**

All Excess and/or salvage material, except for hydrants and their associated companion valves, shall become the property of the Contractor and shall be removed from the site at no additional cost to the Owner. **All hydrants and their associated companion valves shall become the property of the Owner and be delivered to the Department of Public Services Maintenance Yard at no additional cost to the Owner.**

**9. MAINTENANCE OF PAVEMENTS, SURFACES AND STRUCTURES**

Where trenches cross existing improved roadways or drives, or where the trench parallels an existing improved roadway which is disturbed by the Contractor's operations, Contractor shall consolidate the trench backfill using approved porous sand and shall place a temporary gravel fill (County Road Specification) at least 8" thick and shall, during the life of the contract, maintain same in good condition with additional gravel as settling takes place. All structures, including curbing, walks, paving gravel or street road surfaces, etc., that may be damaged or destroyed by the Contractor's operations, shall be repaired and replaced by him at his own expense, in accordance with all requirements of the local governing authority, before the Contractor shall be released from responsibility. Prior to replacement, areas open to public access shall be graded level and smooth or barricaded to discourage entry.

**10. MATERIALS**

Materials used in the work shall each be of a type, grade and design suited to the service to which its use is contemplated, in accordance with the various established Rules, Regulations, Codes and/or Specifications applicable hereto, as hereinbefore provided for. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equal quality and adaptability for the purpose for which they are intended may be substituted only upon the written approval of the Engineer. Any material not called for by a trade name shall be approved by the Engineer before Contractor shall order or install same. Where a specified make or kind of apparatus is called for and furnished by the Contractor, the furnishing of such apparatus does not relieve the Contractor of liability until he shall make such apparatus or appliance operative so that it will perform satisfactorily the function for which it was intended.

**11. PROTECTION OF MATERIALS AND EQUIPMENT**

All materials and equipment stored on site shall be properly protected from damage by weather and other causes, and kept in clean condition.

12. **HEAT**

Contractor shall furnish, at their own expense, all heat necessary during the life of this contract or until such time as the Owner takes over the work. This shall include temporary heat of such means as the Engineer may approve.

13. **POWER AND LIGHT**

The Contractor shall furnish, at his own expense, all the electric power necessary during the life of this contract or until such time as the Owner takes over the work.

14. **WATER**

The Contractor shall furnish, at his own expense, all the water necessary during the life of this contract or until such time as the Owner takes over the work, and shall make proper arrangements with the authorities concerned.

15. **WORKING SPACE**

In his operations the Contractor shall interfere as little as possible with traffic, and in all cases shall confine his operations to the minimum space possible. Stockpiling of the construction material and equipment will be permitted as necessary, but in no case shall traveled ways, driveways or entrances be unduly obstructed. Should Contractor desire space on private property, he may obtain such space on privately owned property at his own expense, by agreement with the Owner thereof. The Contractor shall provide a copy of the written agreement to the Engineer prior to the use of such property.

16. **PUMPING, BAILING AND DRAINING**

Contractor shall provide and maintain adequate pumping and draining facilities for removal and disposal of water from trenches or other excavations.

Where the work is in ground containing an excessive amount of water, the Contractor shall provide, install, maintain and operate suitable well points, connecting manholes and reliable pumping equipment to operate same to insure proper construction of the work.

Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby watercourses wherever possible. In any event, all pumping and drainage shall be done without damage to any highway or other property, public or private, without interference with the rights of public or private property owners.

17. **SHEETING, SHORING AND BRACING**

Where necessary in order to construct the work called for by the contract to insure the safety of the men or to protect other things of value, the Contractor shall use and, if necessary, leave in place such sheeting, shoring and bracing as needed to carry out the work or to adequately insure the stability of such work, or to insure the safety of the men and/or to protect adjoining things of value. The Contractor will receive no extra compensation for sheeting, shoring or bracing whether removed or left in place unless otherwise provided in the proposal.

18. **BORING AND JACKING**

The Contractor, at his option, may bore and jack pipelines where they cross existing roadways, public and private utilities, walks, or other structures. Any boring and jacking shall be at the approval of the Engineer.

**19. EASEMENTS**

Where The Owner has acquired permanent easements and construction easements for the Contractor's use in constructing the project, the Contractor shall confine his operations to these easements except as noted under "Working Space".

**20. LOCATING WORK**

The Contractor shall accurately locate the work from reference points established by the Engineer along the surface of the ground and line of work. For sewer, "cut-sheets" will be furnished by the Engineer. Reference points shall be protected and preserved by the Contractor.

**21. WEATHER PROTECTION AND HEATING**

Contractor shall provide and maintain weather protection and heating to properly protect the work under construction from damage, if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

**22. WATCHMEN**

Contractor shall employ a sufficient number of men to guard and protect the work at all times until completed work is turned over to the Owner.

**23. COMPLIANCE WITH M.I.O.S.H.A.**

All of the Contractors and Subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act insofar as they apply to the work to be performed under this contract.

**24. MONUMENTS AND SURVEY MARKERS**

During the progress of the work, the Contractor may encounter street intersection, section line and fractional section line monuments. Insofar as known, such monuments have been indicated on the drawings. Contractor shall not remove any such monument until the Engineer has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared the Engineer will give permission to the Contractor for removal of the monument. Monuments will be reset by Owner after all back filling has fully settled.

Other survey markers, monuments and irons shall be protected and preserved. Where markers, monuments or irons are disturbed or removed due to operations under this contract, the Contractor shall employ the services of a registered land surveyor to reestablish and reset such markers, monuments or irons at no additional cost to the Owner.