GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, FEBRUARY 8, 2016

WORK SESSION – 6:00 P.M.

1. Six Questions Presentation – Human Resources/Administration (Proksa)
2. 2016 Project List
3. Discussion of Parking Ordinance Enforcement on Beach Road

REGULAR MEETING – 7:00 P.M.

I. CALL TO ORDER

II. PLEDGE TO THE FLAG

III. ROLL CALL

IV. APPROVAL OF MEETING AGENDA

V. CONSENT AGENDA
1. Approve January 25, 2016 Special Board Minutes
2. Approve Payment of Invoices in the amount of $286,021.99 (*A/P checks of $166,199.72 and payroll of $119,822.27*)
3. Approve Mercury Drive Non Motorized Path overlay bid documents ($226,000)
4. Approve Sale and Acquisition Agreement of Fiber Optic Strands with GHAPS

VI. OLD BUSINESS
1. Second Reading – Water Rate Ordinance – Correction

VII. NEW BUSINESS
1. Approve Resolution 16-02-01 – Reduction of Harbor Transit Millage Rate for 2016

VIII. REPORTS AND CORRESPONDENCE
1. Correspondence
2. Committee Reports
3. Manager's Report
   a. January Building Report
   b. January Ordinance Enforcement Report
   c. January DPW Report
4. Others

IX. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY (*LIMITED TO THREE MINUTES, PLEASE.*)

X. ADJOURNMENT

NOTE: The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. The supervisor will initiate comment time.

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JANUARY 25, 2016

REGULAR MEETING

I. CALL TO ORDER

Supervisor French called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

Board members present: French, Larsen, Behm, Redick, and Kieft.
Board members absent: Hutchins, Meeusen.

Also present were Manager Cargo, and Planner Fedewa.

IV. APPROVAL OF MEETING AGENDA

Motion by Treasurer Kieft and seconded by Clerk Larsen to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve January 11, 2016 Special Board Minutes
2. Approve Payment of Invoices in the amount of $332,613.87 (A/P checks of $249,449.45 and payroll of $83,164.42)
3. Approve 2016 Dust Palliative Contract with "Michigan Chloride Sales" ($31,425)

Motion by Clerk Larsen and seconded by Trustee Behm to approve the items listed on the Consent Agenda. **Which motion carried**.

VII. OLD BUSINESS

1. The Board discussed took public comments, which included the following:
   a. Jack Steinmetz, 15695 High Ridge Drive, is concerned with the size and scope of the project; believes exceeding the 35 foot height limitation will impact the quality of life; believes that the fact the proposed project may not increase the tax base should be considered.
   b. Mark Reenders, 16616 Warner, supports the previous comments; believes that there was a conflict of interest with Planning Commissioner LaMourie; requested that the Board consider the impact of the proposed 55' height under the zoning text amendments.
   c. Jaclyn Hansen, 11001 Lakeshore Drive, is opposed to the Health Pointe PUD application and the exceptions contained within the Planning Commission recommendation.
   d. Richard Aubrey, 10747 Lakeshore Drive, asked whether the proposed Health Pointe PUD would be required to fund improvements to Robbins Road.

e. Township Planner Fedewa noted that the Traffic Impact Analysis by URS was reviewed by both the Ottawa County Road Commission and City of Grand Haven. It is recommended that Robbins Road between US-31 and 172nd Avenue be restriped and that the traffic signals at the 172nd and Robbins Road intersection be reconfigured with a "box style". Both of these items were already with the City of Grand Haven Capital Improvement Plan. Funding participation may be available from the Township's DDA and the applicant.

The Board discussed the Health Pointe PUD application, which included the following:

- ✓ Trustee Redick does not believe the Planning Commission recommendation is in an approvable form; but believes it can be made approvable. Specifically, he noted:
  - ➢ Does not believe the use (*i.e., medical clinic*) is allowed in the C-PUD District. The applicable section of the Zoning Ordinance only includes "office buildings". Regardless of whether it is a "good idea" to allow medical clinics in C-PUD districts, fidelity to the Zoning Ordinance provides that medical clinics are only allowed in Service Professional zoning districts and treats clinics as separate and distinct from offices. There are valid zoning reasons for this distinction (e.g., traffic patterns, etc.). Supports amending the Zoning Ordinance to address this issue prior to any approval.
  - ➢ Notes that the PUD section of the Zoning Ordinance does have the ability to grant departures. But, does not believe the building height departure (*e.g., 55'*) adheres to the guiding rule to be substantially consistent with the regulations. Supports amending the Zoning Ordinance to address this issue prior to any approval.
  - ➢ Acknowledged that this is probably an oversight since the Master Plan does support this type of use and height and notes that the Master Plan preceded the proposed project by a number of years. But, the Zoning Ordinance should be amended to create consistency with the Master Plan.
  - ➢ Has concerns with the architectural and landscaping aspects of the Health Pointe PUD application; but, noted that both of these items are solvable. Specifically, it was noted that the project needs varying roof lines to "break-up" walls that are over 100 feet in length. Photographic examples were provided. The roof lines are too mundane – unbroken straight lines. It was also noted that the west elevation, and possibly the north elevation, do not comply with the requirement that outside landscaping shall abut walls.
- ✓ Trustee Behm supported the issues raised by Trustee Redick and specifically noted concerns with the departure in the building height, which he considers too great with regard to current ordinance regulations. Behm also expressed concern with the impact of the proposed development on Robbins Road.
- ✓ Treasurer Kieft supported the issues raised by Trustee Redick. Believes that the Planning Commission pushed the project forward too quickly.
- ✓ Clerk Larsen noted that it would be appropriate to garner the opinion of the

City of Grand Haven Planning Commission on this project; is concerned with the building height departure and wants to complete a zoning text amendment prior to voting on the proposed project. Would also like to have a more detailed review of the traffic impact analysis.

- ✓ Supervisor French noted that the Robbins Road Corridor Study – as adopted by the Township – encourages collaboration with the City of Grand Haven on developments impacting Robbins Road. He supports returning the Health Pointe PUD application to the Planning Commission and requesting that a joint meeting of the City and Township Planning Commission be conducted to review the proposal.

Motion by Supervisor French and supported by Treasurer Kieft to refer the Health Pointe PUD application to the Planning Commission in order to:

a. Request a joint meeting with the City of Grand Haven Planning Commission to receive their comments and concerns;
b. Correct the Zoning Ordinance to include "medical clinics" as an allowable use in the C-PUD;
c. Correct the Zoning Ordinance with regard to building heights within certain commercial areas of the Township;
d. Amend the site plan to varying the roof lines and review the landscaping plan as it relates to landscaping abutting walls for the west and north elevations.

Which motion carried, as indicated by the following roll call vote:
Ayes: Redick, Behm, French, Larsen, Kieft
Nays:
Absent: Hutchins, Meeusen

2. **Motion** by Treasurer Kieft and supported by Clerk Larsen to postpone further action on the corrective amendment to the Water Rate Ordinance until February 8th, which returns the water connection fee to the previously approved and recommended level. This is a first reading. **Which motion carried**.

VIII. NEW BUSINESS

1. Manager Cargo noted that the Township has received a request from a Township resident (i.e., Virginia Aubrey, 10747 Lakeshore Drive) to hold a public hearing on the proposed Zoning Text amendments.

   Motion by Trustee Behm and supported by Supervisor French to postpone further action on the proposed Zoning Text amendment Ordinance to revise sections of the Planned Unit Development Chapter of the Grand Haven Charter Township Zoning Ordinance until February 22nd, and instructing staff to schedule a public hearing for this meeting.

IX. REPORTS AND CORESPONDENCE

a. Correspondence was reviewed
b. Committee Reports
c. Manager's Report, including:

i. December Chamber of Commerce Report
ii. December Legal Review
iii. December Construction Report
iv. December Ordinance Enforcement Report

d. Others

X. PUBLIC COMMENTS

None.

XI. ADJOURNMENT

Motion by Clerk Larsen and seconded by Treasurer Kieft to adjourn the meeting at 7:45 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Karl French
Grand Haven Charter Township Supervisor

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

2016 PROJECT LIST

DATE: February 4, 2016

TO: Township Board and Department Directors

FROM: Cargo

Board identified items are highlighted in "yellow".

ADMINISTRATION	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Retiree Health Care ➢ Update OPEB Report to reflect "buy-out" ➢ Establish Trust Account for current retirees and IAFF to reduce OPEB liability	Cargo Watkins Ross, Sandoval Cargo, Sandoval
March Change of Assessment Insert	Cargo
April Newsletter	Cargo
November Newsletter	Cargo
Summer Tax Insert	Cargo
Winter Tax Insert	Cargo
Three-Day Project Management Seminar (*March 22-25*)	Cargo
MLGMA Educational Conference (*July*)	Cargo
Freedom of Information Requests (***4*** *thus far in 2016*)	Cargo
Waste Hauler Licenses (2016) ➢ ~~Republic Services~~ ➢ Waste Management ➢ Potluck Pick-up	DeVerney, Cargo
Appointments to Committee/Board vacancies (*0 thus far in 2016*)	French, Proksa, DeVerney
Draft 2017 Business Plan for Board Priorities (*November/December*)	Board, Cargo
Funding – July 4th Fireworks (*$7,500*)	Cargo
December Appreciation Dinner	French, Proksa
Renewal of Harbor Transit / Transportation Millage	Board, Cargo
ASSESSING	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Annual mailing of Change of Assessment notices in February	Chalifoux
Board of Review – March, challenges to assessment roll	BOR, Chalifoux
Board of Review – July technical and clerical adjustments to assessment roll	BOR, Chalifoux
EMPP Export to State of Michigan – May 1, 2015 State audit of all personal property data on assessment roll	Chalifoux

Board of Review – December, technical and clerical adjustments to assessment roll	BOR, Chalifoux
Board of Review – Annual, February BOR, appearances and written ➢ L-4022 Report ➢ Board of Review Change Log ➢ 2016 Classification Change ➢ 2016 Equivalent SEV Roll ➢ Industrial real and personal report to State ➢ L-4626 Assessing Officer's Report of Taxable Values	BOR, Chalifoux
Land Divisions; 0 approved and 0 denied	Chalifoux
Prepare Summer warrant for Tax Collection	Chalifoux
Prepare Winter warrant for Tax Collection	Chalifoux
Send out IFT surveys (December) Prepare the IFT report for State (October) Prepare the L-4626 for State filing (June) Prepare form 3369 Renaissance Zone Tax Reimbursement Data for State filing (June) Form 5176-Request for State Reimbursement of TIF Prepare L-4016 Special Assessment report (December)October 30,2016	Chalifoux Chalifoux Chalifoux Chalifoux Chalifoux
Re-Audit two (2) neighborhoods	Chalifoux,
IFT Applications (*list all*): a.	Chalifoux
Major MTT Actions ~~a. Yogi Bear Camp Grounds~~ b. Harbor Industries	Chalifoux, Fischer, Ottawa County
AMAR Assessing Audit Response	Cahlifoux
BIKE PATH	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Bike Path millage ➢ Community Education within confines of new state law	Cargo
2016 pathway maintenance ➢ Paint crosswalks (*$7k*) ➢ Ongoing repairs to surface and appurtenances (*$40k*) ➢ Mercury Drive pathway resurfacing (*$245k*) ➢ Lakeshore Drive pathway resurfacing (*$66k*)	Tlachac, VerBerkmoes
Community Engagement – Pathway expansion	Fedewa
BUILDING AND GROUNDS	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Generator Maintenance (November)	Tlachac, VerBerkmoes
Bi-Annual Fertilizer Quotes – (including cemeteries)	Tlachac, Walsh
Equipment Purchases & Small Projects: ➢ Security Improvements to Lobby (*$55k*) ➢ Standing Desks (2) ➢ Chip credit card readers (2) ➢ Finance scanner ➢ Parking lot upgrades and re-stripping (*$11k*) ➢ LED lighting (*$2k*) ➢ HVAC Improvements (*$3k*) ➢ Smart Thermostats (*$4k*) ➢ Replace training tables (*$2k*)	VerBerkmoes, Tlachac

Re-pair/repaint parking lots *($6,000 + vault repair*) (*Mason to rebuild vault or replace with pre-case vault – depressions in parking area to be dug up by contractor and examined/repaired.*)	Tlachac
Front Lobby Safety Remodel	VerBerkmoes, Proksa
CEMETERY	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Purchase vaults, memorials and urns for contract holders	Walsh
Plat additional lots within Historic Cemetery ➢ New County Rules – cemetery expansion ➢ Plat area for additional lots in Historic Cemetery	 Department of Public Health Prien & Newhof
COMMUNITY DEVELOPMENT	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Participation on NFIP Community Rating System (CRS) Program	Fedewa
Additional layers to GIS (*as time and money permit*) ➢ Open spaces, parks and paths that abut Twp. boundaries ➢ Flood Plain Map	VerBerkmoes - O.C. GIS - O.C. GIS
Populate GIS attributes (*develop information sheet to be used*) (*as time and money permit*) ➢ Hydrants ➢ Watermain flow segments – (*in conjunction with Water Reliability Study*)	Prein and Newhof, Fire\Rescue, - VerBerkmoes~~- Fire\Rescue~~ - Prein and Newhof
Landscape Compliance Inspections (*Winter/Spring 2016*)	K. French, Fedewa
~~January 2016 Builders Forum~~	~~DeVerney, Corbat~~
October 2016 Builders Forum	DeVerney, Corbat
Windshield Survey to document existing land uses	K. French, Fedewa
DOWNTOWN DEVELOPMENT AUTHORITY	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Annual DDA Report (*and publish in the Tribune*) (*Form 2604 - because the GHT DDA does not collect the Education Tax,*) (*July*)	Chalifoux, Cargo
Annual Act 381 Report (Brownfield project) (*August*)	Chalifoux
Complete design and bid documents (168th Street Rehab and Robins Road sidewalk project) by December of 2016	Cargo, Prien & Newhof
ELECTIONS	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
May 5th – State Special / School Board Election	Larsen, DeVerney
November, 2016 – GHT Pathway Election	Cargo, Larsen
March, 2016 – Harbor Transit Renewal Election	Cargo, Larsen
Inactive Voter File maintenance (*ongoing & up-to-date*)	DeVerney, Slater
ENFORCEMENT/LEGAL ACTIONS – DIFFICULT ISSUES	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Preslenik Building Code violations (*construction without permit*)	Corbat
FINANCE/ACCOUNTING	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
2015 Financial Audit	Sandoval, Chalifoux, Cargo
Audit Report submitted to the State of Michigan	Vredeveld

F-65 Report (*prior to July*)	Sandoval
Quarterly – prepare and send 941's and UIA 1028 forms to State	Riggs, Sandoval
End of Year (2015) prepare W-2s, 1099s, and SUW 165s	Riggs, Sandoval
Unclaimed Property Report to State (*June*)	Sandoval
Update Township's Dashboard (*June*)	Sandoval
Qualifying Statement to State (*June*)	Sandoval
Continuing Disclosure to EMMA (*July*)	Sandoval
MD&A Audit Letter	Sandoval, Cargo, Vredeveld
2016 Bond Payments (*about $1.2 million*) ➢ 2016 Sewer Expansion Bond July & December (98k) ➢ 2017 Debt Service (Water) July & December (154k) ➢ 2019 Transmission Main Bond July & December (286k) ➢ 2021 Water Intake Expansion May & November (110k) ➢ 2021 Refunded Building Bond May & October (210k) ➢ 2028 Sewer Lift Station Bond July & December (82k) ➢ 2034 NOWS Plant Expansion May & November (246k)	Sandoval
Metro Authority Report (April)	Chalifoux
Budget Amendments – 2nd Quarter	Cargo, Sandoval
Budget Amendments – 3rd Quarter	Cargo, Sandoval
Budget Amendments – Final in December	Cargo, Sandoval
2017 Budget (Accelerated due to elections) ➢ 07-15 – Budget policies submitted to the Board ➢ 08-15 – Initial department director meeting ➢ 08-31 – Department directors submit initial figures ➢ 09-15 – Department directors complete final draft ➢ 10-12 – Board holds budget work session ➢ 10-24 – SAD Hearing ➢ 10-24 –Final Approval of 2017 Budget	Cargo, Department Directors Cargo, Board Cargo, Department Directors Cargo, Department Directors Cargo, Department Directors Cargo, Chalifoux, Board Board, Cargo Board, Cargo
Centron Tax Mailing – Summer of 2016 (*include newsletter insert*)	Chalifoux, Kieft, Cargo
Centron Tax Mailing – Winter of 2016 (*include newsletter insert*)	Chalifoux, Kieft, Cargo
Complete 170-B Industrial Facilities Report to State (July 31st)	Chalifoux
Complete CVTRS Annual Report to the State (December)	Sandoval
Complete SET Tax Report (December)	Chalifoux
Truth-in-Taxation Hearing	Chalifoux
Monthly – Review FDIC website for bank violations that are on GHT's list of designated depositories (*Report to Kieft and Cargo*) http://www.fdic.gov/bank/individual/enforcement/index.html	Chalifoux
Quarterly – Review Bank Ratings from an Independent Third Source for banks on GHT's list of designated depositories (*Report to Kieft and Cargo*) http://www.bankrate.com	Chalifoux
FIRE\RESCUE	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Fire Prevention Open House – October 2016	Gerencer, Peterson
2016 commercial inspection program (*** completed of 172)	Kriger, Marshall, DeDoes
2016 Private road inspection (*** inspected of 126)	Peterson
EMT Class (6 students)	Schrader, Schweitzer, Marshall
Team 911 Academy June 20th - 24th	Peterson, Gerencer
Equipment Purchases: ➢ King Vision Tube intubation kit ➢ Replace 2 AEDs ➢ Replace 6 pagers	Gerencer, Schrader, Schweitzer

➢ Replace smoke machine ➢ Replace 400' of hose ➢ Replace two cellular/smart phones ➢ Replace four sets of turnout gear (*$9k*) ➢ Replace ATV (*$31k*)	
Building & Grounds Maintenance: ➢ Reseal roof ➢ Replace exterior lighting ➢ Replace carpeting ➢ Replace dining room set ➢ Replace appliances ➢ Replace counter tops / paint cabinets ➢ Install keypads for exterior doors	Gerencer, Schweitzer,
Live Fire Training March 26th 13894 168th Avenue	Schrader
Live Fire Training Safety 13894 168th Avenue (NFPA 1403)	Marshall
INFORMATION SYSTEMS	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Development of Park Reservation & Payment System	Webtech
GHT server replacement	Worksighted, VerBerkmoes
Secure an agreement with 3rd party (GHAPS/OC or OAISD) to host DR on 3rd part equipment	Cargo, VerBerkmoes
Complete Agreement on acquisition of fiber optic strands with GHAPS	Cargo, VerBerkmoes
If 3rd party hosting of DR not an option, purchase 2nd less robust server configuration for DR at 3rd party site.	Worksighted, VerBerkmoes
Implement Mobile Device Management for tablets/phones/mobile PC's (Will require policy to manage both Township and non-Township owned devices)	Worksighted, VerBerkmoes
Complete the conversion to Office 365 – eliminate on-premise Exchange server	Worksighted, VerBerkmoes
Replacement of RDS farm	Worksighted, VerBerkmoes
LAW ENFORCEMENT	
Purchase miscellaneous equipment: ➢ Speed radar gun ➢ Gore-Tex rain jackets ➢ Light meter ➢ Emergency bar	Cargo, Christiansen
PARKS AND RECREATION	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Maintenance Projects, including: ➢ Install "No Wake" buoys ➢ Replace certain old growth trees ($5k) ➢ Add barrier free walkway at Pottawattomie Park ($5k) ➢ Clean-up Witteveen property ($15k) ➢ Replace boat launch ticket machine ($20k) ➢ Retaining wall repairs @ Hofma Park ($7k) ➢ Replace grills at Hofma Preserve ($3k) ➢ Trail maintenance at Hofma Preserve ($25k) ➢ Replace 3 camera poles at Pottawattomie ($7k) ➢ Replace blower machine ($20k)	Tlachac

Witteveen Property Clean-up ➢ ~~Secure property~~ ➢ ~~Complete Environmental Survey/audit~~ ➢ Remove hazardous materials ➢ Abandon wells ➢ Remove AG buildings, junk, trash, tires, etc. ➢ Training burn on residential structures ➢ Remove materials from residential training fire ➢ Abandon septic system(s) ➢ Arborist review / recommendation of plantation	 ~~Gerencer, Tlachac~~ ~~Tlachac~~ Tlachac Tlachac Tlachac Gerencer Gerencer Tlachac Cargo
Purchase of Property for Hofma Park/Preserve (i.e., Catholic Diocese 40 acre parcel on Ferris) ($367k) ✓ ~~Appraisal per MNTRF standards~~ ✓ ~~MNTRF grant application (April 2014)~~ ✓ ~~Grant recommendation by MNRTF Board~~ ✓ ~~MI Legislature approves grant~~ ✓ ~~Execute Agreement~~ ✓ ~~Purchase procedures and Closing~~ ✓ Reimbursement & Audit	Cargo ~~Genzink Appraisal Company~~ ~~Cargo~~ ~~MNRTF Board~~ ~~MI Legislature~~ ~~Cargo~~ ~~Cargo~~ Cargo
NORA Five Year Recreation Plan	NORA Board
Community Engagement – Wolfe Property	Fedewa
Community Engagement – Witteveen Property	Fedewa
PERSONNEL / HUMAN RESOURCES	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Employee recognition luncheon (December) ➢ Select caterer ➢ Anniversary gifts and certificates ➢ Program development	Proksa, Larsen
Annual Job Descriptions – review and amend ➢ Fire/Rescue ➢ Public Works ➢ Administration ➢ Assessing/Accounting ➢ Community Development	Proksa, Department Directors
Miscellaneous Training: ➢ Monthly EAC Webinars (ongoing) ➢ ~~Hazard Communication Review~~ ➢ ~~Harassment Review~~ ➢ ~~Harassment Class for Supervisors~~ ➢ Confined Space Refresher (DPW) ➢ ~~Bloodborne Pathogens (DPW)~~ ➢ ~~Forklift Recertification (DPW/Fire)~~	Proksa
Review Performance Review System (September)	Proksa, Personnel Committee
~~Annual Compensation Summaries~~	~~Proksa~~
Annual Driver's License Record Program Review	Proksa
Review Retiree Medicare Options (July)	Proksa
~~OSHA 300 Posting (February)~~	~~Proksa~~
Board Performance Evaluation of Superintendent	Board
Annual Benefits Renewal Negotiations (September)	Proksa
Annual Workers Compensation Review and Renewal (June)	Proksa
Annual Property & Liability Renewal (October)	Proksa

Hire Summer Help – Beach Attendant; 4 Parks Staff	Proksa, VerBerkmoes
Annual Background Checks (3rd Quarter)	Proksa
Complete Annual I-9 (*Employment Eligibility Form*) Review	Proksa
Hire DPW Employee (full-time)	Proksa, VerBerkmoes
Hire Administrative Assistant – Assessing (part-time)	Proksa, Chalifoux
Hire Assistant Assessor (full-time)	Proksa, Chalifoux
Hire Crew Leader (part-time)	Proksa, Gerencer
Hire Fire Fighter (part-time)	Proksa, Gerencer
Complete a review of employee health insurance options (*prior to any change to current coverage required by Obama Care*)	Proksa
SANITARY SEWER	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Adopt sanitary sewer construction standards	VerBerkmoes, P&N
Wet Well Cleaning (*October or November*)	Tlachac, Pollution Control Systems
Equipment purchases: ➢ Upgrade handheld readers (portion paid by water) ➢ Replace vehicle meter reading unit (portion paid by water)	Tlachac
SCADA programming	VerBerkmoes
SCADA System for one (1) Pump Station ($10k) ➢ Design and Bid Documents ➢ Construction Management	VerBerkmoes VerBerkmoes, P&N Tlachac, P&N
MXU Replacement Program (over 5 years) ($73k)	VerBerkmoes, Walsh
STORM SEWER	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Funding of Township/Public and/or At-Large Portions of various Drain Work projects ($8,000±)	Drain Commissioner, Cargo
Extension of Hiawatha Drain (BOD approved; currently in design) ($1.5+ million)	Drain Commission, Cargo
VanDoorne Drain – BOD approval	Drain Commission, Cargo
Orphan Drain Identification and BOD process to bring into County system (*five year project*) (*$40k*) ➢ Complete Master Drain maps for GHT ➢ RFP for project ➢ Select engineering consultant ➢ Project (identify orphan drains, BOD hearings, etc.	Cargo, P&N, Water Resources Comissioner Water Resources Commissioner Cargo Cargo, Board Consultant, Cargo
STREETS AND ROADS \ TRANSPORTATION	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
Township Funded Road Maintenance - Resurfacing (*$125k from GF and $280k from Municipal Street Fund*) ✓ Dust Control Contract (*$33k*) ✓ Street Maintenance (*$278k*) ✓ Groesbeck SAD (*$85k*) ✓ Crack Sealing (*$10k*)	Cargo
Harbor Transit – Transfer (*$393k*)	
VEHICLES	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
None scheduled in 2016	

WASTE MANAGEMENT	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
~~Christmas tree collection program~~	~~Tlachac~~
Spring yard waste collection program	Tlachac
Fall yard waste collection program	Tlachac
WATER	
PROJECT OR TASK	**RESPONSIBLE EMPLOYEE(S)**
2016 hydrant maintenance/painting/signs program (+/_300 *completed of +/- 1080*)	Tlachac
Draft and adopt policy regarding multiple uses on single service	VerBerkmoes, Bultje
Bi-annual quote/purchase of service line parts including brass, curb boxes, copper and meter setters((*$42,750*)	Walsh
Replacement of valve/controller at 178th metering station	Tlachac
Annual testing of select large meters	Tlachac, Walsh
On-going testing for unregulated contaminants (EPA - UCMR3 Rule)	VerBerkmoes, Tlachac
Annual hydrant purchases *($*k*)*	Walsh, VerBerkmoes
Draft and adopt policy regarding extensions of water lines and sewer lines	VerBerkmoes, Bultje
Annual calibration of cathodic protection for water and sewer equipment (includes replacement of harnesses for west tank)	VerBerkmoes, Tlachac
Annual calibration of telemetry equipment (*master meters*)	Verberkmoes, OCRC
Complete and post 2015 CCR (*NOWS and GR*)	Cargo/Walsh
2016 GHT Water Reliability Study (*As required by state law*)	VerBerkmoes/P&N
~~Design/Bid/Construct project to create water loops from system dead ends *($60k)* (*Millhouse Court*)~~ ➢ ~~Acquire Easements~~ ➢ ~~Design and Bid~~ ➢ ~~Construction Management~~	~~P&N, VerBerkmoes~~ ~~Cargo, P&N, Scholten & Fant~~ ~~VerBerkmoes, P&N~~ ~~VerBerkmoes~~
Replace control valve for west meter station ($22k)	VerBerkmoes
MXU Replacement Program (3 to 5 years) ($171k)	VerBerkmoes
~~CIP Plan – New State Requirement (January 1, 2016)~~	~~VerBerkmoes, P & N~~
Upgrade handheld readers (portion paid by water)	Tlachac
Replace vehicle meter reading unit (portion paid by wastewater)	Tlachac
Begin implementation of Residential Cross Connection requirement	Walsh,Tlachac, DPW Staff
ZONING / DEVELOPMENT PROJECTS	
PROJECT OR TASK	**RESONSIBLE EMPLOYEE(S)**
Master Plan Review ➢ ~~LIAA Letter of Agreement~~ ➢ 15 month Resilient Coastal Community project	Fedewa, Planning Commission ~~Cargo~~ Fedewa, LIAA & PC
Re-Draft of Zoning Ordinance (after Master Plan is adopted) two-year project. (*$10k for 2016 portion of project*)	Fedewa, Consultant
Right-to-Farm Act (RTFA) zoning amendments (*postponed pending development of State Urban Farm Act regulations*)	Fedewa
Decks – Allow in Waterfront Front Yards	Fedewa
ZBA Applications (__ *thus far in 2016*)	Fedewa
Speedway – Commercial PUD (*US-31 & Hayes*)	Fedewa
Mercury Store & Lock – PUD expansion adjacent to Riverhaven	Fedewa
Meijer PUD Amendments (curbside service)	Fedewa

Reenders Inc. – Senior Housing PUD	Fedewa
Amendment re: Anlaan Cemetery fence	Fedewa
Health Pointe PUD amendment (Spectrum/Holland Hospital)	Fedewa
Community Engagement Committee (Parks and Pathways)	Fedewa
Christian Reformed Conference Grounds (site plan amendment)	Fedewa
Resilient Grand Haven, Phase 2, draft potential text amendments	Fedewa
Stonewater PUD – Residential	Fedewa
Cech SLU for Soil Removal	Fedewa
Grand Haven Golf Club PUD Amendment to Golfview Sub	Fedewa

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: February 3, 2016

TO: Township Board

FROM: Fedewa & Cargo

RE: Parking Ordinance No. 299 – Beach Road

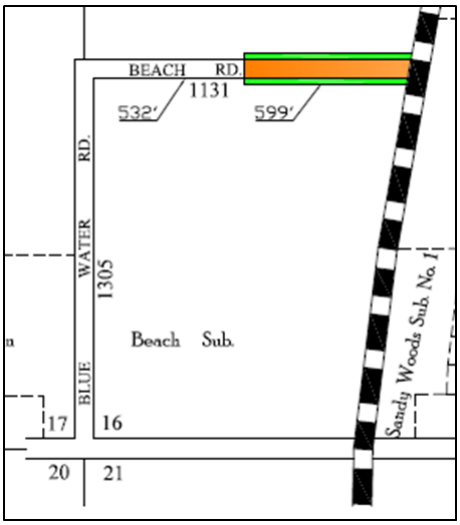
BACKGROUND

On December 7, 2015 there was a public hearing for a Special Land Use (SLU) amendment for the Christian Reformed Conference Grounds (CRCG). During public comments a neighbor indicated there has been a noticeable increase in the number of cars parking along the side of Beach Road and accessing the site through an emergency vehicle gate.

The Planning Commission members were concerned and adopted a motion to "request the Township Board consider enforcing Parking Ordinance No. 299 to address parking on Beach Road." The motion carried unanimously.

Emergency Vehicle Gate Location

PARKING ORDINANCE NO. 299



In 1998, the Township Board approved Parking Ordinance No. 299, which enables the Township to regulate parking on streets or roads; provide for the health, safety and welfare of persons; to protect and preserve property; and to provide penalties for violations of this Ordinance.

Beach Road is a public "minor street," which is intended primarily for access to abutting properties. According to the OCRC, Beach Road is 1,131 feet in length and approximately half of the road is paved (*orange/green*), and the other half is gravel (*white*).

The Parking Ordinances grants the Township Board two primary abilities to regulate parking:

1. Allows the Board to prohibit parking on designated streets and roads as to certain days of the week and times of the day.
2. Any violation of the Ordinance calls for one of the following sanctions:
    a. Civil fine of not less than $30, plus costs and other sanctions; and
    b. The towing and impoundment of the illegally parked vehicles.

The Ordinance grants the Township Supervisor, Township Manager, Township Public Services Director, Assistant Public Services Director, Township Ordinance Enforcement Officer, and any law enforcement officer authorization to issue civil infraction citations and order the impoundment of vehicles parked in violation of the Ordinance.

CONCERNS

There are concerns from a neighboring property owner that parking along Beach Road will block access to the emergency vehicle gate and obstruct the property owners from gaining access to their homes. (*It should be noted that the concern was discussed with the Fire/Rescue Department that indicated that the road is not heavily traveled and is wide enough that they do not have concerns with access even if roadside parking occurred*.)

RECOMMENDATION

Because the CRCG SLU public hearing was the first time a complaint regarding parking along Beach Road was brought to the Township, it may be prudent to monitor any parking along Beach Road rather than immediately attempting to solve a problem that might be exaggerated. If the Board agrees that the scope of the problem should be determined prior to adopting any "No Parking" rules, the following motion can be offered:

> **Motion** to monitor parking on Beach Road between the dates of May 1st and July 5th in order to determine if roadside parking is problematic and needs to be addressed through an amendment to the Parking Ordinance.

However, if the Board believes that resident testimony is sufficient to annually prohibit parking on Beach Road from May 1st to September 30th and direct law enforcement officers to patrol the area during this time and issue civil infraction citations for illegal parking, the following motion can be offered:

> **Motion** to instruct staff to prepare a Board resolution that would prohibit parking on Beach Road between the dates of May 1st and September 30th, annually, and direct law enforcement officers to enforce Parking Ordinance No. 299 by issuing civil fines of not less than $30 for vehicles found to be in violation.

Please contact Fedewa or Cargo if you have any questions or concerns.

GRAND HAVEN CHARTER TOWNSHIP

Manager's Memo

DATE: February 4, 2016

TO: Township Board

FROM: Cargo

RE: Mercury Drive Non-Motorized Pathway Maintenance - Approve Bid Documents

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As you may recall, this project was bid in 2015 with two bids that came higher than the amount budgeted for 2015 path repairs. Prien and Newhof has updated the project specifications, proposal quantities and clarified a few items from the 2015 bidding documents. The updated construction estimate is $226,000 to resurface the Mercury Drive pathway from the City border to Pottawattomie Bayou.

Pursuant to the Township's policy on capital purchasing, prior to going to bid on projects in excess of $15,000, the bid specification shall be approved by the Township Board. However, the Board instructed staff to not include the actual bid specifications in the Board packets, rather the specifications would be made available at the Board meeting or as a .pdf document. (*This was done to save "paper" and reduce costs*.)

Therefore, 163 pages of bid specifications for the proposed for re-surfacing of the Mercury Drive Pathway from the City Border to Pottawattomie Bayou will be available for review at the February 8th Board meeting (*or can be emailed in a .pdf format*). Staff also notes that the construction schedule proposes the following:

- February 8th — Board approval of bid documents
- February 11th March 3rd — Bid Advertisement Period
- March 3rd — Bid Opening
- March 14th — Board awards bid
- October 1st — Construction completion

Please note that staff provided a completion date of October 1st to allow flexibility with contractor's schedule. But, the contractor will be required to continue through to completion once they begin construction. If there are no objections to plans or specifications, the following motion can be offered:

> **Move** to approve the proposed plans and specifications for the proposed maintenance and repairs to the Mercury Drive non-motorized pathway between the City border and Pottawattomie Bayou.

If you have any questions or comments, please contact Cargo.

2016 Non-Motorized Path Repairs

Grand Haven Charter Township

Ottawa County, Michigan

Mercury Drive Overlay

February 2016

2150207

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Table of Contents

Advertisement 1-2

Instructions to Bidders 1-5

Bid Proposal Checklist 1

Bid Proposal (proposal package for submittal by Contractor) 1-2

EJCDC C-520 (2013) Standard Form of Agreement (Stipulated Price) 1-9

Bond Forms
- Performance Bond 1-3
- Payment Bond 1-3

Insurance Certificates (to be furnished by Contractor) .....

EJCDC C-700 (2013) Standard General Conditions 1-65

Supplementary Conditions 1-20

Insurance Specifications 1-13

Specification for Sidewalks 1-14

Project Specifications 1-6

Project Location Map 1

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Advertisement

Owner:	Grand Haven Charter Township
Project Title:	2016 Non-Motorized Path Repairs Mercury Drive Overlay
Project #:	2150207

1. RECEIPT OF BIDS

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

   10:00 AM (local time) on Thursday, March 3, 2016

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

2. SCOPE OF PROJECT

   The project consists of furnishing all material and constructing the following:

   13,700 lineal feet of 8' wide non-motorized path HMA overlay along Mercury Drive from 164th Avenue to boardwalk south of Bignell Drive
   4800 sft. of non-motorized path removal and reconstruction
   Casting adjustments
   2,200 sft. of Sidewalk Ramp, ADA
   Retaining Wall Removal and Replacement
   Including all necessary appurtenances and restoration.

3. EXAMINATION OF SPECIFICATIONS

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

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

4. DEPOSIT FOR DRAWINGS AND SPECIFICATIONS

   Drawings and specifications are available online at www.preinnewhof.com/plan-room or at the Grand Rapids office of Prein&Newhof. Electronic drawings, specifications and bidding documents will be accessible/available only to those Bidders are active members of the Prein&Newhof Plan Room. Bidder assumes sole risk for any project specifications and plans, electronic or hard copy, obtained other than directly from Prein&Newhof. Hard copy drawings and specifications are available for the fee of $40.00 dollars. A $10 dollar charge

will be added to all mailed drawings and/or specifications. Fees are payable by cash or check only and are not refunded.

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

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

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

5. FUNDING

The work to be performed under this contract will be financed and paid for from local funds on hand by Grand Haven Charter Township.

6 BID SURETY

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

7. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all bids and to waive any irregularities in bidding. No bid may be withdrawn after the scheduled closing time for receiving bids for at least forty-five (45) days thereafter.

8. COMPLETION DATE

The project shall be completed and ready for final payment by October 1, 2016.

William D. Cargo, Manager
Grand Haven Charter Township
Ottawa County, Michigan

Instructions To Bidders

Owner:	Grand Haven Charter Township, Ottawa County, Michigan
Project Title:	2016 Non-Motorized Path Repairs Mercury Drive Overlay
Project #:	2150207

1. CONTRACT DOCUMENTS

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

2. INTERPRETATION OF THE CONTRACT DOCUMENTS

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

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

   Any conclusions or information obtained or derived from electronic media will be at the user's sole risk. Prein&Newhof's responsibility is limited to only the printed copies (also known as hard copies) that are delivered pursuant to the service under the contract with the client.

3. BIDDERS INVESTIGATION

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

4. FUNDS AVAILABLE

   The work to be performed under this contract will be financed and paid for from local funds on hand by Grand Haven Charter Township.

5. WITHDRAWAL OF BIDS

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

6. BID PROPOSAL PREPARATION

A. Name, Address and Legal Status of Bidder

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

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

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

B. Experience and Qualifications

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

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

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

C. Bid Surety

Each proposal must be accompanied by a bid deposit in the form of a bid bond payable to the Owner in the amount of not less than 5% of the total price for the Contract. The bond shall be issued by an insurance company licensed to do business in the State of Michigan.

D. Return of Bid Deposits

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

E. Proposal Form

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

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

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

Each proposal must be enclosed in a sealed envelope addressed to 13300 168th Avenue, Grand Haven, Michigan 49417 and labeled "Proposal for Grand Haven Charter Township, Ottawa County, Michigan, 2016 Non-Motorized Path Overlay."
No electronically submitted Proposals will be accepted.

F. Proposal Data

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

The proposal for work is on a unit basis.

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

No partial bids will be considered.

G. Completion Date

The project shall be completed and ready for final payment by October 1, 2016.

7. TIME AND LIQUIDATED DAMAGES

Bidder's attention is directed to the time clause as indicated in the paragraph above and to the liquidated damage and expense clauses in the Agreement.

8. BONDS AND INSURANCE'S

See General Conditions, Article 6; Supplementary Conditions, Article 6 and Insurance Specifications Pg. 1-12.

Builder's Risk Policy is not required for the project.

9. AWARD AND EXECUTION OF THE CONTRACT

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

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

10. PERMITS

The Contractor shall obtain all permits necessary for construction of this project not obtained by the Owner. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the drawings. The Contractor shall obtain the right-of-way permit from the Ottawa County Road Commission.

11. UTILITIES

The Contractor shall notify the utility companies of his schedule and obtain any necessary permits from them.

The Contractor shall pay for any charges by the utility companies for permits, inspections, or similar charges required to construct the project as shown on the drawings.

12. COORDINATION

The Contractor shall coordinate construction with the local residents and businesses in the area.

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Bid Proposal Checklist

Owner:	Grand Haven Charter Township, Ottawa County, Michigan
Project Title:	2016 Non-Motorized Path Repairs Mercury Drive Overlay
Project #:	2150207

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

- ☐ Bid submitted on time.
- ☐ Bid surety properly completed and enclosed.
- ☐ Addenda, if applicable, has been acknowledged and any revisions to the proposal completed.
- ☐ Bid proposal legally signed in ink.
- ☐ All unit prices are completed in ink.

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Bid Proposal

Owner:	Grand Haven Charter Township		
Owner Address:	13300 168th Avenue, Grand Haven, Michigan 49417		
Project Title:	2016 Non-Motorized Path Repairs Mercury Drive Overlay		
Bid Date & Time:	March 3, 2016	Project #:	2150207

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

Date Prepared: _____

Receipt of Addenda

Receipt of Addenda _____ through _____ is hereby acknowledged.

Summary of Bids

Total Bid $ _____

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

Contractor's Signature

Contractor's Name		Telephone Number
Business Address	City	Zip Code
Signature	Title	Date

Seal (if bidder is a corporation)

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Bid Proposal - Unit Prices

Owner:
Grand Haven Charter Township

Project Title:
2016 Non-Motorized Path Repairs -Mercury Drive Overlay

Bid Date & Time: March 3, 2016

Project #: 2150207

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	8' Wide HMA non-motorized path overlay	13700	l.f.		
2	8' Wide HMA non-motorized path Removal and Reconstruction	500	l.f.		
3	8' Wide HMA non-motorized path Removal and Reconstruction, Handwork	225	l.f.		
3	HMA non-motorized path milling (Approximately 12,100 sft.)	1	lsum		
4	Sidewalk Ramp, ADA	2,200	s.f.		
5	Adjust existing Catch basin/manhole casting	8	ea.		
6	Adjust existing Curb Stop	2	ea.		
7	Restoration	13700	l.f.		
8	Crack Treatment	1700	l.f.		
9	Retaining Wall Removal and Replacement	200	sft.		
10	6" MDOT Aggregate Base Removal and Replacement at Retaining Wall Area	70	syd.		
11	Traffic Control	1	lsum		
				Total Bid:	

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between:

Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, MI 49417 ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

A. Work to be completed in this project consists of HMA non-motorized path overlay on an existing path along Mercury Drive in Grand Haven Charter Township from 164th Avenue to Bignell Drive

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

2016 Non-Motorized Path Repairs

Mercury Drive Overlay

Grand Haven Charter Township

Ottawa County, Michigan

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Kevin S. Kieft.

3.02 The Owner has retained Prein&Newhof, 4910 Stariha Drive, Muskegon, Michigan 49441 ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 1, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2016.

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~~[or]~~

~~4.02~~ ~~*Contract Times: Days*~~

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

~~B. Parts of the Work shall be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

~~4. Milestones: Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

~~B. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to $_____.~~

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4.04 *Special Damages*

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

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

ARTICLE 5 – CONTRACT PRICE

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

~~A. For all Work other than Unit Price Work, a lump sum of: $_____.~~

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

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

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

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

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0% percent per annum.

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ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

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

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

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 20, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. ~~Drawings (not attached but incorporated by reference) consisting of _ sheets with each sheet bearing the following general title: _____ **[or]** the Drawings listed on the attached sheet index.~~
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 2, inclusive).
    b. Insurance Specifications (pages 1 to 12, inclusive).
    c. The 2012 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents.
    d. [List other required attachments (if any), such as documents required by funding or lending agencies]
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

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

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

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

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10.06 *Other Provisions*

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

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

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

OWNER:

Grand Haven Charter Township

By: William D. Cargo

Title: Manager

Attest: _____

Title: _____

Address for giving notices:

13300 168th Avenue

Grand Haven, MI 49417

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: 2016 Non-Motorized Path Repairs, Mercury Drive Overlay

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest:_____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By:_____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest:_____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*: 2016 Non-Motorized Path Repairs, Mercury Drive Overlay

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

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

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

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

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

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

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

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

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

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

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

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

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

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

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

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

16. **Definitions**

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

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

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

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

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

18. Modifications to this Bond are as follows:

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 5

Article 2 – Preliminary Matters 6

2.01 Delivery of Bonds and Evidence of Insurance 6

2.02 Copies of Documents 6

2.03 Before Starting Construction 6

2.04 Preconstruction Conference; Designation of Authorized Representatives 7

2.05 Initial Acceptance of Schedules 7

2.06 Electronic Transmittals 7

Article 3 – Documents: Intent, Requirements, Reuse 8

3.01 Intent 8

3.02 Reference Standards 8

3.03 Reporting and Resolving Discrepancies 8

3.04 Requirements of the Contract Documents 9

3.05 Reuse of Documents 10

Article 4 – Commencement and Progress of the Work 10

4.01 Commencement of Contract Times; Notice to Proceed 10

4.02 Starting the Work 10

4.03 Reference Points 10

4.04 Progress Schedule 10

4.05 Delays in Contractor's Progress 11

Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 12

5.01 Availability of Lands 12

5.02 Use of Site and Other Areas 12

5.03 Subsurface and Physical Conditions 13

5.04 Differing Subsurface or Physical Conditions 14

5.05 Underground Facilities 15

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5.06 Hazardous Environmental Conditions at Site 17
Article 6 – Bonds and Insurance 19
6.01 Performance, Payment, and Other Bonds 19
6.02 Insurance—General Provisions 19
6.03 Contractor's Insurance 20
6.04 Owner's Liability Insurance 23
6.05 Property Insurance 23
6.06 Waiver of Rights 25
6.07 Receipt and Application of Property Insurance Proceeds 25
Article 7 – Contractor's Responsibilities 26
7.01 Supervision and Superintendence 26
7.02 Labor; Working Hours 26
7.03 Services, Materials, and Equipment 26
7.04 "Or Equals" 27
7.05 Substitutes 28
7.06 Concerning Subcontractors, Suppliers, and Others 29
7.07 Patent Fees and Royalties 31
7.08 Permits 31
7.09 Taxes 32
7.10 Laws and Regulations 32
7.11 Record Documents 32
7.12 Safety and Protection 32
7.13 Safety Representative 33
7.14 Hazard Communication Programs 33
7.15 Emergencies 34
7.16 Shop Drawings, Samples, and Other Submittals 34
7.17 Contractor's General Warranty and Guarantee 36
7.18 Indemnification 37
7.19 Delegation of Professional Design Services 37
Article 8 – Other Work at the Site 38
8.01 Other Work 38
8.02 Coordination 39
8.03 Legal Relationships 39

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Article 9 – Owner's Responsibilities 40
9.01 Communications to Contractor 40
9.02 Replacement of Engineer 40
9.03 Furnish Data 40
9.04 Pay When Due 40
9.05 Lands and Easements; Reports, Tests, and Drawings 40
9.06 Insurance 40
9.07 Change Orders 40
9.08 Inspections, Tests, and Approvals 41
9.09 Limitations on Owner's Responsibilities 41
9.10 Undisclosed Hazardous Environmental Condition 41
9.11 Evidence of Financial Arrangements 41
9.12 Safety Programs 41
Article 10 – Engineer's Status During Construction 41
10.01 Owner's Representative 41
10.02 Visits to Site 41
10.03 Project Representative 42
10.04 Rejecting Defective Work 42
10.05 Shop Drawings, Change Orders and Payments 42
10.06 Determinations for Unit Price Work 42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 42
10.08 Limitations on Engineer's Authority and Responsibilities 42
10.09 Compliance with Safety Program 43
Article 11 – Amending the Contract Documents; Changes in the Work 43
11.01 Amending and Supplementing Contract Documents 43
11.02 Owner-Authorized Changes in the Work 44
11.03 Unauthorized Changes in the Work 44
11.04 Change of Contract Price 44
11.05 Change of Contract Times 45
11.06 Change Proposals 45
11.07 Execution of Change Orders 46
11.08 Notification to Surety 47
Article 12 – Claims 47

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12.01 Claims 47
Article 13 – Cost of the Work; Allowances; Unit Price Work 48
13.01 Cost of the Work 48
13.02 Allowances 50
13.03 Unit Price Work 51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 52
14.01 Access to Work 52
14.02 Tests, Inspections, and Approvals 52
14.03 Defective Work 53
14.04 Acceptance of Defective Work 53
14.05 Uncovering Work 53
14.06 Owner May Stop the Work 54
14.07 Owner May Correct Defective Work 54
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 55
15.01 Progress Payments 55
15.02 Contractor's Warranty of Title 58
15.03 Substantial Completion 58
15.04 Partial Use or Occupancy 59
15.05 Final Inspection 59
15.06 Final Payment 59
15.07 Waiver of Claims 61
15.08 Correction Period 61
Article 16 – Suspension of Work and Termination 62
16.01 Owner May Suspend Work 62
16.02 Owner May Terminate for Cause 62
16.03 Owner May Terminate For Convenience 63
16.04 Contractor May Stop Work or Terminate 63
Article 17 – Final Resolution of Disputes 64
17.01 Methods and Procedures 64
Article 18 – Miscellaneous 64
18.01 Giving Notice 64
18.02 Computation of Times 64
18.03 Cumulative Remedies 64

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18.04 Limitation of Damages 65
18.05 No Waiver 65
18.06 Survival of Obligations 65
18.07 Controlling Law 65
18.08 Headings 65

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

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

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

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

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

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

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

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

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

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

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

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

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

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

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

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

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

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

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

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

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

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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

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

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

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

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

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

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

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

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*:

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

C. *Day*:

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

D. *Defective*:

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

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

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

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

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

2.02 *Copies of Documents*

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

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

2.03 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

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

B. *Resolving Discrepancies*:

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

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

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

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

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

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

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

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

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

5.02 *Use of Site and Other Areas*

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

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

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

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

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

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

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5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

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

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

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

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

5.05 *Underground Facilities*

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

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

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

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

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

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

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

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

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

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

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

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

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

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

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

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

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

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

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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

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

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

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

6.02 *Insurance—General Provisions*

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

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

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

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

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

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

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

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

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

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

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

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

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

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

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

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

7.02 *Labor; Working Hours*

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

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

7.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

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

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

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

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

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

4) it is not objectionable to Owner.

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

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

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

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

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

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

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

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

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

a. shall certify that the proposed substitute item will:

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

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

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

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

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

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

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

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

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

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

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

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

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

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

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

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

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

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

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

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

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

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

7.07 *Patent Fees and Royalties*

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

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

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

7.08 *Permits*

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

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7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

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

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

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

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

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

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

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

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

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

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

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

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

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

E. *Resubmittal Procedures*:

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

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

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

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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

7.18 *Indemnification*

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

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

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

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

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

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

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

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

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

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. an itemization of the specific matters to be covered by such authority and responsibility; and
3. the extent of such authority and responsibilities.

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

8.03 *Legal Relationships*

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

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

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9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

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

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

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

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

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

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

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

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

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

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

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

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

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

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

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

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

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

13.01 *Cost of the Work*

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

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

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Supplemental costs including the following:

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

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

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

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

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

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

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

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

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

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B. *Cash Allowances*: Contractor agrees that:

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

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

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

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

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

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

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

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

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

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

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

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

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

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

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

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

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

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

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

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

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

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

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

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

15.01 *Progress Payments*

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

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

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

C. *Review of Applications*:

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

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

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

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

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

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

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

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

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

D. *Payment Becomes Due*:

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

E. *Reductions in Payment by Owner*:

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

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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

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

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

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

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

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

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

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

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

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

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

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

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

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

15.04 *Partial Use or Occupancy*

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

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

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

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

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

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

   a. all documentation called for in the Contract Documents;

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

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

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

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

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

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

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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

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

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

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

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

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

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

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

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

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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

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

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

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

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

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

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

16.04 *Contractor May Stop Work or Terminate*

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

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

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18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

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SUPPLEMENTARY CONDITIONS

2016 Non-Motorized Path Repairs, Mercury Drive Overlay

TABLE OF CONTENTS

		Page
Table of Contents		00800-1
Caption and Introductory Statements		00800-2
SC-1.01	Defined Terms	00800-2
SC-1.02	Terminology	00800-2
SC-2.03	Before Starting Construction	00800-2
SC-2.05	Initial Acceptance of Schedules	00800-3
SC-3.01	Intent	00800-5
SC-3.03	Reporting and Resolving Discrepancies	00800-5
SC-4.01	Commencement of Contract Times; Notice to Proceed	00800-5
SC-5.03	Subsurface and Physical Conditions	00800-6
SC-5.04	Differing Subsurface or Physical Conditions	00800-8
SC-5.05	Underground Facilities	00800-9
SC-5.06	Hazardous Environmental Conditions at Site	00800-12
SC-6.02	Insurance—General Provisions	00800-13
SC-6.03	Contractor's Insurance	00800-13
SC-6.04	Owner's Liability Insurance	00800-13
SC-6.05	Property Insurance	00800-13
SC-6.06	Waiver of Rights	00800-13
SC-6.07	Receipt and Application of Property Insurance Proceeds	00800-13
SC-7.01	Supervision and Superintendence	00800-13
SC-7.04	"Or-Equals"	00800-14
SC-7.05	Substitutes	00800-14
SC-7.06	Concerning Subcontractors, Suppliers, and Others	00800-14
SC-7.07	Patent Fees and Royalties	00800-15
SC-7.10	Laws and Regulations	00800-15
SC-7.12	Safety and Protection	00800-15
SC-7.16	Shop Drawings, Samples, and Other Submittals	00800-15
SC-7.17	Contractor's General Warranty and Guarantee	00800-16
SC-7.18	Indemnification	00800-16
SC-7.19	Delegation of Professional Design Services	00800-16
SC-10.01	Owner's Representative	00800-17
SC-10.02	Visits to Site	00800-17
SC-10.03	Project Representative	00800-17
SC-10.08	Limitations on Engineer's Authority and Responsibilities	00800-18
SC-15.01	Progress Payments	00800-19
SC-15.07	Waiver of Claims	00800-19
SC-17.01	Methods and Procedures	00800-20

Caption and Introductory Statements

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

ADDITIONS, DELETIONS AND CHANGES TO GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.20:

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

SC-1.02 *Terminology*

SC-1.02 Add the following new sentence immediately after the last sentence in Paragraph 1.02.B.1:

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

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.03 *Before Starting Construction*

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

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

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

2. A preliminary Schedule of Submittals; and

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

SC-2.05 *Initial Acceptance of Schedules*

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

A. Upon Owner's, Engineer's or Contractor's request at least ten days before submission of the first Application for Payment a conference, attended by Contractor, Owner, Engineer and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with paragraph 2.03.A. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. Upon notice by Owner, no progress payment shall be made to Contractor until acceptable schedules are submitted and accepted by Owner.

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

responsibility therefor.

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 *Intent*

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

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

SC-3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 *Commencement of Contract Times; Notice to Proceed*

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

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

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

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

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

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

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

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

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

SC-5.03.C & D Add the following new paragraphs immediately following Paragraph 5.03.B:

C. Contractor warrants that before submitting a bid the Contractor has determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by Contractor in the performance of the Work and that said conditions and factors have been evaluated by Contractor and incorporated into his Contract with Owner. Contractor further warrants that the Contractor is fully aware of the soil conditions,

subsoil conditions, water table and all applicable State and Federal Regulations related to the excavation, removal, transportation, placement and relocation of the materials involved in the Work to be performed by the Contractor and that Contractor will complete the Work under whatever conditions he may encounter or create without extra cost, expense to or claim against the Owner or Engineer, their Consultants or Subcontractors.

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

SC-5.04 *Differing Subsurface or Physical Conditions*

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

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

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

2. Is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided

for in the Contract Documents;

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

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

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 5.04.A, Engineer will review the pertinent condition, determine the necessity or Owner's Obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings, conclusions and recommendations.

SC-5.05 *Underground Facilities*

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

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

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

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

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

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

   a. reviewing and checking all information and data regarding Underground Facilities at the Site;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

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

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

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

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

5. In the event of the interruption of or damage to an Underground Facility as the result of Contractor's operations, the Contractor shall immediately notify the Underground Facility owner and shall take all steps

necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to Owner, or claim against Owner, Engineer or their Consultants.

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

B. *Notice by Contractor*: If an Underground Facility is uncovered or revealed at or adjacent to the Site which was not shown or indicated in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

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

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

E. *Possible Price and Times Adjustment*

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

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

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

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

e. SC-5.06 *Hazardous Environmental Conditions at Site*

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

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

1. The following reports regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:

    a. None

1. The following drawings regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:

    a. None

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

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

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

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

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

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

ARTICLE 6 - BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02 Delete Paragraphs 6.02.A through 6.02.J in their entirety and replace with Insurance Specification.

6.03 *Contractor's Insurance*

SC-6.03 Delete Paragraphs 6.03.A through 6.03.J in their entirety and replace with Insurance Specification.

6.04 *Owner's Liability Insurance*

SC-6.04 Delete Paragraphs 6.04.A through 6.02.B in their entirety and replace with Insurance Specification.

6.05 *Property Insurance*

SC-6.05 Delete Paragraphs 6.05.A through 6.05.F in their entirety and replace with Insurance Specification.

6.06 *Waiver of Rights*

SC-6.06 Delete Paragraphs 6.06.A through 6.06.D in their entirety and replace with Insurance Specification.

6.07 *Receipt and Application of Property Insurance Proceeds*

SC-6.07 Delete Paragraphs 6.07.A through 6.07.C in their entirety and replace with Insurance Specification.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.01 *Supervision and Superintendence*

SC-7.01.A Add the following new sentence immediately after the last sentence in 7.01.A:

Nothing in the design, specifications or Contract Documents shall be deemed to constitute a specific means, method, technique, sequence, or procedure of construction. Contractor shall be solely responsible for ensuring that the completed Work conforms accurately to the Contract Documents.

SC-7.04 *"Or-Equals"*

SC-7.04.A Add the following sub-paragraph immediately after Paragraph 7.04.A.1.b.2:

3) It will be functionally equal to the named item of material or equipment. Contractor warrants and assumes sole responsibility for the adequacy, performance and functioning of the "or-equal" material or equipment.

SC-7.05 *Substitutes*

SC-7.05.A.3.f Add the following sub-paragraph immediately following paragraph 7.05.A.3.d:

f. Contractor warrants that, if approved and incorporated

into the Work, the "substitute item" will be functionally equal to the named item of material or equipment. Contractor assumes sole responsibility for the adequacy, performance and functioning of the “substitute” material or equipment.

SC-7.06 *Concerning Subcontractors, Suppliers, and Others*

SC-7.06.D Delete Paragraph 7.06.D in its entirety and replace with the following paragraphs:

D. No later than two (2) business days after the bid opening, the Contractor shall submit to the Owner and Engineer for acceptance a list of the names and addresses of the Contractor’s Subcontractors, Suppliers and such other individuals and entities as the Owner requests.

SC-7.06.P Add the following sub-paragraph immediately following paragraph 7.06.O:

P. Contractor shall require all Subcontractors, prior to commencement of any Work by the Subcontractor, to secure and keep in force the insurance coverages set forth in and required by the Insurance Specification.

SC-7.07 *Patent Fees and Royalties*

SC-7.07.B Delete paragraph 7.07.B in its entirety.

SC-7.10 *Laws and Regulations*

SC-7.10.D Add the following new paragraph immediately after Paragraph 7.10.C:

D. Contractor shall be solely responsible for compliance with all Federal and State Occupational Safety and Health Act (“OSHA”) requirements related to the Work and the Site, including, if applicable, the requirements of the Michigan Occupational Safety and Health Act (“MIOSHA”). Neither Owner nor Engineer shall have any responsibility for construction site safety or OSHA or MIOSHA compliance. Contractor will indemnify and hold harmless Owner and Engineer from all claims, costs, fees, fines, penalties and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court, administrative proceeding, and dispute resolution costs) related in any way to claims related to construction site safety, OSHA or MIOSHA violations or charges.

SC-7.12 *Safety and Protection*

SC-7.12.A Amend the first sentence of Paragraph 7.12.A to read as follows:

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the enforcement of safety precautions and programs of all Subcontractors.

SC-7.12.E Amend Paragraph 7.12.E to read as follows:

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

SC-7.16 *Shop Drawings, Samples, and Other Submittals*

SC-7.16.B.1 Amend paragraph 7.16.B.1.a to read as follows:

a. Contractor shall submit to the Engineer for approval eight (8) copies of all shop drawings.

SC-7.16.B.2 Amend paragraph 7.16.B.2.a to read as follows:

a. Contractor shall submit to the Engineer for approval eight (8) duplicates of each Sample.

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

SC-7.17.A Add the following new sentences immediately after the second sentence in Paragraph 7.17.A.

Contractor’s warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective includes but is not limited to all materials and equipment incorporated into the Work. Unless a longer duration is required by the Project Specifications, Contractor’s warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective will extend for at least one year from the date of Substantial Completion.

SC-7.17.C.7 Amend paragraph 7.17.C.7 to read as follows:

7. Any inspection, test, review, or approval by Engineer, the Resident Project Representative (if one is assigned to the Site), or by others;

SC-7.17.C.8 Amend Paragraph 7.17.C.8 to read as follows:

7. Any correction of defective Work by Owner; or

SC-7.17.C.9 Add the following new paragraph immediately after Paragraph 7.17.C.8:

9. Any acceptance by Owner, or any failure to do so.

SC-7.18 *Indemnification*

SC-7.18.C Delete Paragraph 7.180.C in its entirety.

SC-7.19 *Delegation of Professional Design Services*

SC-7.19.B Add the following new sentence immediately after the last sentence in 7.19.B:

All drawings, calculations, specifications, certifications, Shop Drawings, and other submittals submitted under this Paragraph 7.19.B shall be signed and sealed by a professional who is properly licensed in the state or states where the Project is located.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01 *Owner's Representative*

SC-10.01.A Delete Paragraph 10.01.A in its entirety and insert the following in its place:

A. Engineer will be Owner's representative during the construction period. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The authority and responsibilities of the Engineer as set forth in the Contract Documents shall not be restricted, extended or otherwise modified without the written consent of the Engineer and the Owner. Nothing in the Contract Documents shall create for the benefit of the Contractor, any Subcontractor, Supplier or other individual or entity, any contractual relationship between Engineers and any such Contractor, Subcontractor, Supplier or other individual or entity.

SC-10.02 *Visits to Site*

SC-10.02.A Amend Paragraph 10.02.A by striking the following words from the first sentence:

"at intervals appropriate to the various stages of construction"

SC-10.03 *Project Representative*

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

B. If Engineer furnishes a Resident Project Representative (RPR), the RPR will be Engineer's employee or agent at the Site. The RPR's authority and responsibility is expressly limited to making observations of the progress that has been made and the quality of the various aspects of Contractor's executed Work, and reporting same to Engineer. RPR will not be required to make exhaustive or continuous observations or inspections on the Site to check the quality or quantity of the Work. RPR's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. In addition to the limitations set forth in Paragraph 10.08, The RPR does not have the authority or responsibility to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals.

8. Authorize Owner to occupy the Project in whole or in part.

9. Interpret for Contractor or Owner any provision of the Contract Documents.

10. Stop the Work for any reason.

SC-10.08 *Limitations on Engineer's Authority and Responsibilities.*

SC-10.08.B Add the following sentence immediately after the last sentence in Paragraph 10.08.B:

Engineer may not stop the work or interfere with the progress of the Work. No decision made by the Engineer in good faith either to exercise or not exercise any authority or responsibility delegated to Engineer in the Contract Documents or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall be construed as interference with the progress of the Work. Engineer shall have no authority or responsibility to recommend alternate or possible safety activities or changes for the safety of the project, Contractor, Subcontractors, Suppliers, Owner, employees, third persons or their property.

SC-10.08.F Add the following new paragraph immediately after Paragraph 10.08.E:

F. Engineer will not be responsible for Contractor's failure to pay Subcontractors, Suppliers, employees, taxes, fees, permits, patent fees, copyright fees, royalties, licenses or monies due to any individual or entity.

SC-15.01 *Progress Payments*

SC-15.01.C Delete Paragraph 15.01.C.3.a and insert the following in its place:

a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of

the Work in progress, or involved detailed inspections of the Work; or

SC-15.01.C Delete the period at the end of the sentence in Paragraph 15.01.C.4.e and insert the following in its place:

, or

SC-15.01.C Add the following new paragraphs immediately after Paragraph 15.01.C.4.e:

f. For Contractor's failure to construct the Work or any part of the Work in conformance with the Contract Documents, or

g. For defective Work.

SC-15.07 *Waiver of Claims*

SC-15.07.A Delete Paragraph 15.07.A in its entirety and insert the following in its place:

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising (1) from unsettled Liens, (2) from defective Work, (3) from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, (4) from outstanding Claims by Owner, and (5) from Contractor's continuing obligations under the Contract Documents.

ARTICLE 17 – FINAL RESOULTION OF DISPUTES

SC-17.01 *Methods and Procedures*

SC-17.01.B Delete Paragraph 17.01.B.1 in its entirety and insert the following in its place:

1. At Owner's sole option, Owner may demand in writing arbitration of the dispute; or

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

SC-17.01.C *Arbitration of Claims at Election of Owner*

1. If the Owner elects in writing to demand arbitration as set forth in Paragraph 17.01.B.1, the dispute will be decided by arbitration in accordance with the rules of the American Arbitration Association in

effect as of the Effective Date of the Agreement.

2. The demand for arbitration will be filed in writing with the Contractor and with the selected arbitrator, and a copy will be sent to Engineer for information.

3. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

4. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal except as provided by the controlling law governing vacating or modifying an arbitration award.

5. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

INSURANCE SPECIFICATION

Insurance Required to be Purchased and Maintained by the Contractor

Contractor shall comply with all requirements of this Insurance Specification. Contractor shall purchase and maintain (i.e. keep in force) insurance which conforms to the requirements of this Insurance Specification.

1.1 Insurance—General Provisions

1.1.1 Contractor shall obtain and maintain insurance as required in this Insurance Specification.

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

1.1.3 Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Insurance Specification, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverage's, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

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

1.1.6 If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16 of the General Conditions of the Contract.

1.1.7 Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, Owner may elect to obtain equivalent insurance to protect Owner's interests at the expense of the Contractor, and the Contract Price shall be adjusted accordingly.

1.1.8 Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

1.1.9 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

1.2 Contractor's Insurance - Liability

1.2.1 **Owner's & Contractor's Protective Liability**: Contractor shall purchase and maintain an Owner's & Contractor's Protective Liability Policy ("OCP" Policy). The OCP policy shall name the Owner, the Engineer, their consultants, agents, and employees, as the insureds (hereinafter collectively called the "named insureds"). The OCP policy will protect the named insureds for any actual or alleged liability arising out of the work performed by the Contractor, the Subcontractor(s), or Suppliers, on this Project. The OCP policy will provide primary, non-contributing coverage.

1.2.2 **Workers' Compensation and Employer's Liability**: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1.2.2.1 Claims under workers' compensation, disability benefits, and other similar employee benefit acts.

1.2.2.2 United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

1.2.2.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

1.2.2.4 Foreign voluntary worker compensation (if applicable).

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

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

1.2.3.2 Claims for damages insured by reasonably available personal injury liability coverage.

1.2.3.3 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

1.2.4 Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverage's and endorsements:

1.2.4.1 Products and completed operations coverage: Such insurance shall be maintained for three years after final payment.

1.2.4.2 Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

1.2.4.3 Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

1.2.4.4 Premises/operations liability.

1.2.4.5 Personal and advertising injury.

1.2.4.6 Broad form property damage coverage.

1.2.4.7 Severability of interest (the CGL policy shall apply to each named insured as if that named insured was the only named insured and the policy shall apply separately to each insured against whom claim is made or suit is brought).

1.2.4.8 Underground, explosion, and collapse coverage.

1.2.4.9 Personal injury coverage, including employees (with no exclusions pertaining to employment).

1.2.4.10 Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

1.2.4.11 For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

1.2.5 **Automobile liability**: Contractor shall purchase and maintain comprehensive automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired motor vehicles. In light of standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is recommended that the comprehensive automobile liability insurance policy and the commercial general liability policy be written by the same insurance carrier, though not necessarily in one the policy. The comprehensive automobile liability policy shall be written on an occurrence basis.

1.2.6 **Umbrella or excess liability**: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. The coverage afforded shall be at least as broad as the primary or underlying policy(ies). The umbrella or excess liability insurance policy(ies) shall be an occurrence policy(ies)

1.2.7 **Contractor's pollution liability insurance**: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

1.2.8 **Railroad Protective Liability**: Contractor shall purchase and maintain a Railroad Protective Liability policy, where such an exposure exists, to provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract Documents is to be performed. The form of the policy and the limits of liability shall be determined by the railroad company(ies) involved.

1.2.9 **Contractor's professional liability insurance**: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

1.3 The policies of insurance required to be purchased and maintained by the Contractor shall:

1.3.1 Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds the Owner and Engineer, and the following individuals and entities:

Name	Address	Telephone
Grand Haven Charter Township		
	13300 168th Avenue, Grand Haven, MI 49417	(616) 842-5988
Prein & Newhof,		
	4910 Stariha Drive, Muskegon, MI 49441	(231) 798-0101
Ottawa County Road Commission		
	PO Box 739, Grand Haven, MI 49417	(616) 842-5400

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. Each additional insured endorsement shall state that each additional insured is entitled to the same rights as the named insured in the event of cancellation, including but not limited to prior notice of cancellation.

1.3.2 Deductible Liability: Any and all deductibles in the polices described in this Insurance Specification shall be assumed by, for the account of, and be the sole responsibility of Contractor. The amount of any deductible is subject to approval by the Owner.

1.3.3 Insurance will be primary: The insurance required to be purchased and maintained by the Contractor under this Insurance Specification shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the Owner, Engineer, and any other insureds. Any insurance, self-insurance or self-retention maintained by the Owner, Engineer, or any other insureds, shall be in excess of the insurance purchased and maintained by the Contractor under this Insurance Specification, and shall not contribute with it.

1.3.4 Coverages: Include at least the specific coverage's provided in this Insurance Specification.

1.3.5 **Minimum Limits:** Be written for not less than the limits of liability provided in this Insurance Specification and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

1.3.6 **Notice of Cancellation:** Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to Contractor. Within three (3) days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

1.3.7 **Duration:** Remain in effect at least until final payment (and longer if expressly required in this Insurance Specification or the Supplementary Conditions) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

1.3.8 Be appropriate for the Work being performed and provide protection to Contractor, Owner, Engineer, and any other additional insured, from claims that may arise out of or result from Contractor's, Sub-contractor's or Supplier's performance of the Work, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

1.3.9 The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

1.4 Contractor's Insurance - Property

Builder's Risk: If required on this project as indicated by a check mark in Section 1.5.7, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in this Insurance Specification, or the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1.4.1.1 Include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors, of any of them, and any other individuals or entities required by this Insurance Specification and/or the Supplementary Conditions to be insured under such builder's risk policy. Each of whom shall be listed as a named insured (the parties required to be insured shall collectively be referred to as "insureds").

1.4.1.2 Be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at

least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by this Insurance Specification and/or the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

1.4.1.3 Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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

1.4.1.5 Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

1.4.1.6 Extend to cover damage or loss to insured property while in transit.

1.4.1.7 Allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

1.4.1.8 Allow for the waiver of the insurer's subrogation rights, as set forth below.

1.4.1.9 Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

1.4.1.10 Not include a co-insurance clause.

1.4.1.11 Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

1.4.1.12 Include performance/hot testing and start-up.

1.4.1.13 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer, with 30 days written notice to each other Insured.

1.4.2 **Notice of Cancellation or Change**: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this section shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

1.4.3 **Deductibles**: Contractor shall pay for costs not covered because of the application of a policy deductible.

1.4.4 **Partial Occupancy or Use by Owner**: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04 of the General Conditions of the Contract, then Owner, through Contractor, will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

1.4.5 **Additional Insurance**: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this section, it may do so at Contractor's expense.

1.4.6 **Insurance of Other Property**: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

1.4.7 **Waiver of Rights:** All policies purchased in accordance with this Section 1.4, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in this Insurance Specification, or the Supplementary Conditions as insureds, and the officers,

directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

1.4.8 Sub-Contractors Waiver of Rights

Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in this Insurance Specification or the Supplementary Conditions, as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

1.4.9 Receipt and Application of Property Insurance Proceeds

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

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

If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

1.5 Minimum limits

1.5.1 The minimum limits for the insurance required by this Insurance Specification shall provide coverage for not less than the following amounts or greater where required by Laws or Regulations:

1.5.2 Owner's & Contractor's Protective Liability Policy

1.5.2.1.1 Each Occurrence $1,000,000

1.5.2.1.2	General – Aggregate	$2,000,000

1.5.3 Contractor's Commercial General Liability Policy

1.5.3.1	General – Aggregate	$2,000,000
1.5.3.2	Products – Completed Operations Aggregate	$2,000,000
1.5.3.3	Personal and Advertising Injury	$1,000,000
1.5.3.4	Each Occurrence	$1,000,000
1.5.3.5	Fire damage	$50,000
1.5.3.6	Medical Expense	$5,000

1.5.4 Comprehensive Automobile Liability Policy (In accordance with Michigan's No Fault Statute)

1.5.4.1	Combined Single Limit of	$1,000,000

1.5.5 Worker's Compensation and Employer's Liability Policy

1.5.5.1	Michigan		Statutory Limits
1.5.5.2	Employer's Liability		
	1.5.5.2.1	Each accident	$ 500,000
	1.5.5.2.2	Disease – each employee	$ 500,000
	1.5.5.2.3	Disease – policy limit	$ 500,000
1.5.5.3	Federal, if applicable (e.g. FELA, Longshoreman's, etc. . . .)		Statutory Limits

1.5.6 Excess or Umbrella Liability Policy

1.5.6.1	General Aggregate	$2,000,000
1.5.6.2	Each Occurrence	$2,000,000

1.5.7	Builder's Risk "all risk" policy ☐ Check if required	Full Replacement Cost
1.5.8	Contractor's Pollution Liability Policy	$1,000,000
1.5.9	Railroad Protective Liability	$
	☐ Check if required	$

1.5.10 Other insurance

☐ Check if required (List Type) $

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OP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
_

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
-	Phone:	PHONE (A/C, No, Ext):	FAX (A/C, No):
-	Fax:	E-MAIL ADDRESS:	
-		PRODUCER CUSTOMER ID #: _	
-			

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Owner's Name and Address	INSURER A : INSURANCE COMPANY _ AM BEST FINANCIAL	
-	INSURER B :	
-	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
--	**GENERAL LIABILITY**						EACH OCCURRENCE	$ 1,000,000
-	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
-	X Owner's & Contractor's Prot						PERSONAL & ADV INJURY	$
-							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
- **Contractor's Name and Address**	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
	AUTHORIZED REPRESENTATIVE

SAMPLE

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OP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
_

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
-	Phone:	PHONE (A/C, No, Ext):	FAX (A/C, No):
-	Fax:	E-MAIL ADDRESS:	
-		PRODUCER CUSTOMER ID #: _	
-		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Contractor's Name and Address		INSURER A : INSURANCE COMPANY _ AM BEST FINANCIAL	
-		INSURER B :	
-		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
-	**GENERAL LIABILITY**						EACH OCCURRENCE	$ 1,000,000
	X- COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
-	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
-	X **UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DEDUCTIBLE							$
	RETENTION $							$
-	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
-	**Builder's Risk "ALL RISK" PROPERTY**						**CONTENTS**	**Full Replacement Cost**
	POLLUTION LIABILITY							**$1,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Name of Additional Insured

CERTIFICATE HOLDER	CANCELLATION
-	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
Owner's Name and Address	AUTHORIZED REPRESENTATIVE

SAMPLE

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SECTION 9

SPECIFICATIONS FOR NON-MOTORIZED MULTI-USE PATHWAYS

9.01 DESCRIPTION OF WORK

The work shall consist of furnishing and installing non-motorized multi-use pathways (pathways) of the specified widths and thicknesses as shown on the drawings specified herein, and furnishing all labor, materials, tools, and equipment for receiving, unloading, transporting, laying, and testing of the pathway. Contractor shall furnish all necessary accessories to complete the pathway work as shown on the drawings and specified herein.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2012 Standard Specifications for Construction and the following specifications.

9.02 RIGHT-OF-WAY/EASEMENTS

The Contractor shall confine his work to the public right-of-way or easements as shown on the drawings. Any other area required for equipment or material storage or for construction operations shall be the Contractor's responsibility.

9.03 LIMITATION ON OPERATIONS

The Contractor shall at all times conduct his work so that there is a minimum of inconvenience to the residents of the streets in this project. A traffic control plan must be submitted to, and approved by, the municipality and/or agency of jurisdiction prior to the start of construction.

9.04 PERMITS

The Contractor shall obtain all necessary permits including but not limited to those from the Road Commission and Drain Commission. The Owner will receive plan approval from these agencies. The Contractor shall pay for any charges or bonds for those permits and related inspection by those agencies. All costs shall be considered part of the major work items.

The Owner will obtain the Soil Erosion and Sedimentation Control permit and provide a copy for the Contractor's reference. The Contractor is to provide a certified storm water operator and shall complete inspection reports as required by local, state and federal requirements.

9.05 HOT MIX ASPHALT (HMA) PATHWAY CONSTRUCTION

HMA pathway shall conform to MDOT 2012 Standard Specifications for Construction Sections 501, "Plant Produced Hot Mix Asphalt" and 806, "Shared Use Paths", except as specified herein.

9.05.01 Grade

The pathway shall be constructed to match the existing grade, or as noted on the construction drawings. The pathway will have a transverse slope either toward or away from the road to maintain existing drainage patterns. Minor fills and cuts will be made in the field during construction to provide smooth transition of the pathway and maintain existing drainage patterns. The cost to make all cuts and fills required to construct the pathway shall be included in the price bid for the pathway grading and restoration.

9.05.02 Subbase Preparation

Existing vegetation shall be removed and topsoil excavated to provide a six (6) inch sand subbase for the proposed pathway. The existing sand subbase shall be compacted to ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. Where fill sand is required it shall be compacted to achieve ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. The cost to prepare the subbase shall be included in the price bid for the pathway grading and restoration.

9.05.03 Gravel Base

The gravel base shall be two (2′) feet wider than the HMA surface to provide one (1′) foot minimum shoulder on both sides of the pathway and consist of six (6) inches of compacted MDOT 22A gravel in accordance with the section as indicated on the construction drawing. Density of the gravel shall be ninety five (95%) percent. The cost for gravel base shall be included in the price bid for aggregate base under bituminous (6" compacted in place).

9.05.04 Hot Mix Asphalt (HMA) Surface

The hot mix asphalt surface shall consist of 120 lbs/s.y. MDOT 36A hot mix asphalt (top) over 165 lbs/s.y. of MDOT 13A hot mix asphalt (level) placed in accordance with the section as indicated on the construction drawings. The asphalt performance grade shall be 58-28. The hot mix asphalt shall be placed with a self-propelled paver; spreader boxes will not be permitted.

A bond coat shall be applied between successive courses of hot mix asphalt at an application rate of 0.05 to 0.15 gal/s.y. The bond coat shall be included in the cost of hot mix asphalt pathway.

9.06 CONCRETE PATHWAY CONSTRUCTION

Concrete pathway shall conform to MDOT 2012 Standard Specifications for Construction Section 803, "Concrete Sidewalk, Sidewalk Ramps and Steps" and 806, "Shared Use Paths", as specified herein.

9.06.01 Grade

The pathway shall be constructed to match the existing grade, or as noted on the construction drawings. The pathway will have a transverse slope either toward or away from the road to maintain existing drainage patterns. Minor fills and cuts will be made in the field during construction to provide smooth transition of the pathway and maintain existing drainage patterns. The cost to make all cuts and fills required to construct the pathway shall be included in the price bid for the pathway grading and restoration.

9.06.02 Sub-base Preparation

Existing vegetation shall be removed and topsoil excavated to provide a four (4") inch sand sub-base for the proposed pathway. The existing sand sub-base shall be compacted to ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. Where fill sand is required it shall be compacted to achieve ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. The cost to prepare and provide the four (4") inch sand subbase shall be included in the unit price bid for the pathway grading restoration.

9.06.03 Concrete

Concrete shall meet the requirements of and shall be placed in accordance with the MDOT 2012 Standard Specifications for Construction Sections 601, "Portland Cement Concrete for Pavements" and 806, "Shared Use Paths". Concrete shall be air-entrained. Other materials shall meet the requirements of the applicable portions of the MDOT 2012 Standard Specifications for Construction.

All concrete pathways shall be paved with a single course of concrete. Pathways through driveways shall be six (6") inches thick. All other walks shall be four (4") inches thick. All 6-inch thick concrete pathways shall include 6x6-W2.9xW2.9 woven wire steel mesh.

Unless otherwise specified, saw cuts and removal of existing pathway shall be considered incidental to the major items of work.

9.06.04 Joints

Full depth transverse expansion joints shall be constructed perpendicular to the surface of the pathway at intervals not to exceed fifty (50') feet. Expansion joint material shall be one-half (1/2") inch pre-molded expansion joints and shall be set ¼" below the surface of the pathway. Sealing of joints will not be required.

One (1”) inch pre-molded expansion joints must be placed between the pathway and back-of-curb when pathway is constructed between the curb and building or other rigid structures. Sealing of joints will not be required.

Transverse plane of weakness joints shall be true to line and grade, and shall be placed at four (4’) foot intervals and shall be formed with a grooving tool. Planes of weakness joints shall be constructed to a depth of at least one (1”) inch and a width of 1/8 inch to ¼ inch. Sealing of joints will not be required.

9.06.05 Surface

The surface of the concrete shall be floated to a level uniform surface and left with a slightly rounded surface. The surface shall be roughened with mechanic’s brush to prevent smooth and slippery surfaces. No surface shall be troweled to a glassy finish. Edges at the forms and joints shall be rounded with an edging tool.

9.07 HANDICAP CONCRETE CURB

At locations where pathway is constructed to a concrete curb, the curb shall be constructed as shown per the handicap concrete curb detail in these specifications. Rather than removing entire curb, sawcutting of existing curb head, may be allowed if approved by the Engineer. Unless otherwise specified, this item of work shall be paid by the lineal foot as measured along the face of curb.

9.08 ADA RAMP

ADA ramps shall be constructed to conform to MDOT 2012 Standard Specifications for Construction sections 601 “Portland Cement Concrete for Pavements”, 803 “Concrete Sidewalk, Sidewalk Ramps and Steps”, and 806 “Shared Use Paths”. ADA ramps shall meet the latest details per the MDOT Standard Plans.

9.09 TREES

Trees marked ″REMOVE″ on the drawings shall be taken down and removed from the right-of-way in a manner that does not endanger the adjoining property, or persons or traffic using the right-of-way. Tree limbs (less than three (3) inches in diameter) and tree stumps shall be completely removed and disposed of by the Contractor.

Firewood from the trees removed shall remain the property of the adjoining property owner. If the adjoining property owner does not want the remaining firewood, it shall be the property of the Contractor and disposed of by the Contractor.

Because of the special concern for preservation of trees in the area, only those trees that have been indicated on the construction drawings are to be removed.

Trees six (6) inches and smaller that are removed will not be considered a pay item. If shown in the proposal, trees over six (6) inches that are removed shall be a pay item otherwise shall be considered part of the major items of work. All other trees are to be preserved unless written permission for removal is obtained from the adjoining property owner and the Engineer. Selective pruning of trees will be permitted to allow operation of the Contractor's equipment and this will be required for the necessary clearances along the proposed pathway. Tree branches and roots shall be pruned neatly and the scars shall be covered with an approved tree dressing.

9.10 STUMP REMOVAL

As noted on the drawings or as authorized by the Engineer, existing tree stumps as well as stumps remaining from trees which are removed shall be completely removed and disposed of by the Contractor. Grinding stumps down will not be permitted except as specifically authorized by the Engineer, however, all stumps and root material within two feet (2') of the pathway shall be completely removed. Unless otherwise specified, the cost of stump removal shall be considered part of the major work items.

9.11 TREE REPLACEMENT

Replacement trees shall be the size and type specified in the proposal. Transplanting replacement trees shall be performed in accordance with the 2012 MDOT Standard Specifications for Construction Section 815 "Landscaping". The Contractor shall replace transplanted trees that are not in a vigorous growing condition one year after transplanting. Unless otherwise specified, tree replacement shall be a pay item.

9.12 TREE TRIMMING

Adjacent trees shall be trimmed to allow for a minimum of twelve (12) feet overhead clearance and two (2) feet side clearance to the edge of the pathway. Unless otherwise specified, cost shall be considered part of the major items of work.

9.13 RELOCATIONS

9.13.01 Existing Utility Structures

Existing utility poles, guy anchors, hydrants (unless listed in the proposal), cable enclosure boxes, etc. shall be relocated by the utility company at no cost to the Contractor.

9.13.02 Fence Relocations

Existing fences shown or not shown on the construction drawings shall be relocated in accordance with MDOT 2012 Standard Specifications for Construction Section 808 "Fencing". Unless otherwise specified, the cost of relocating fences shall be included in the cost of pathway grading and restoration.

9.13.03 Landscape Relocation

Existing shrubs, seedlings, bushes, landscaped mounds, decorative stone, shredded bark, etc. at the proposed walkway location shown or not shown on the drawings shall be relocated and transplanted by the Contractor, unless specified otherwise by the adjoining property owner.

The Contractor shall take care to transplant shrubs and bushes to guarantee there continued growth. If the transplanted material dies within the Contractor's warranty period, the Contract shall replace the dead material with a similar type nursery stock in vigorous growing condition. Landscaping that cannot be transplanted shall be replaced with a similar type nursery stock in a vigorous growing condition.

Unless otherwise specified, the cost of landscaping relocation and replacement shall be included in the cost for pathway grading and restoration.

9.13.04 Sprinkler System Relocations

Existing sprinkler systems shown or not shown on the drawings shall be relocated as directed by the Engineer or the adjoining property owner. Sprinkler systems shall be tested for leakage after relocation is complete. Unless otherwise specified the cost of relocating sprinkler systems shall be included in the cost for pathway grading and restoration.

9.14 ADJUSTMENTS OF EXISTING UTILITY VALVES, ETC.

All existing valves for water mains, including valves for water services, gas company valves, manhole and catch basin castings, etc. shall be adjusted to meet the pathway elevations. Unless otherwise specified, the cost for this work shall be considered part of the major items of work.

9.15 MAIL BOXES

The Contractor shall temporarily relocate and maintain mail boxes interfering with the pathway location so that mail service is not interrupted, both temporarily and permanently. Mail boxes shall be replaced in a condition and location equal to that prior to construction or as required by the U.S. Postal Service. All mail boxes shall be replaced with a turn out of six (6) inches of MDOT 22A gravel, which shall be included in the cost of bituminous pathway grading and restoration.

9.16 DRIVEWAYS/HARD SURFACE PARKING AREAS

Unless otherwise noted on the construction drawings or as directed by the Engineer, all existing driveways/hard surface parking areas shall be saved. Where driveways/hard surface parking areas are to be removed, a clean sawcut smooth joint the full depth of the material shall be made. Bond coat or joint material shall be applied if necessary. Unless otherwise specified, cost of sawcut/removal and appurtenances shall be considered part of the major work items.

9.17 GRAVEL DRIVEWAYS

Pathways shall be constructed through gravel driveways. Additional gravel may be necessary to match the existing driveway to the new finished grade of the pathway. Additional gravel added to the existing driveways shall be compacted MDOT 22A gravel. This item shall be included in the price bid for Pathway Grading and Restoration.

9.18 DITCH/SWALE CONSTRUCTION

All ditch/swale construction, as required to maintain existing drainage patterns, shall be considered part of the major items of work, unless otherwise specified.

9.19 EXCESS EXCAVATION

Excess excavation shall be the property of the Contractor and shall be disposed of by the Contractor.

9.20 TREATED LUMBER/MODULAR CONCRETE BLOCK RETAINING WALL

Treated lumber/modular concrete block retaining walls shall be constructed in accordance with the details as shown on the construction drawings and the project specifications. These are pay items as listed in the proposal.

9.21 TREATED LUMBER FENCE

Treated lumber fence shall be constructed in accordance with the details as shown in the construction drawings. This is a pay item as listed in the proposal.

9.22 PEDESTRIAN STRIPING

Where indicated on the construction drawings, existing paved streets, driveways and parking areas shall be striped with six (6) inch wide, fifteen (15) mill minimum thickness, white, painted stripes. All paints shall be in accordance with the MDOT 2012 Standard Specifications for Construction Section 811 “Permanent Pavement Markings” and must be approved by the Engineer prior to placement. Unless otherwise specified, pedestrian striping is a pay item measured per lineal

foot of pathway. The Contractor is responsible for placing temporary signage during the placement of pedestrian striping as indicated in these specifications.

9.23 EXISTING PATHWAYS, CROSSINGS/REPLACEMENT/SAFETY

Where existing pathways are disturbed/removed they shall be replaced as soon as possible. The Contractor shall place barricades and warning signs to alert the pathway users.

9.24 MATERIAL TESTING

The Owner reserves the right to sample and test any of the materials required for the proposed construction, either before or after delivery to the project and to reject any material represented by any sample which fails to comply with the minimum requirements specified.

The Contractor shall furnish all materials reasonably required for sampling testing and analysis necessary for the testing of materials as required by these specifications.

The cost of the above described testing shall be paid by the Owner. If any material fails to meet the specified requirements, all material represented by the sample shall be rejected unless the Contractor can demonstrate through additional tests, at his own expense, that the remainder of the material is satisfactory.

As a minimum requirement, the following shall be submitted to the Engineer by the Contractor (at no additional cost to the Owner):

A. Pipe: certified test reports for strength from the manufacturer.

B. Hot mix asphalt (HMA) materials:

   1) master mix design

   2) slips from the plant as to the type of mix

C. Concrete material slips from the plant as to the type of mix.

9.25 LAWN AND YARD RESTORATION

Lawn restoration shall be done in accordance with MDOT Standard Specifications for Construction section 816, “Turf Establishment”.

After construction is complete, all disturbed lawn areas, including adjacent cut and fill areas as required to blend in to existing yards, shall be repaired using a maximum of 1 on 4 back slope and 4 inches of topsoil. All disturbed areas which are not lawns, including adjacent cuts and fill areas as required to blend into

existing yards, shall be repaired using a maximum of 1 on 3 back slope and 2 inches of topsoil.

A mixture of hydroseed, fertilizer and mulch shall be used to seed all disturbed areas. Seed mix selection shall be according to Table 816-1 of the MDOT Standard Specifications for Construction section 816, "Turf Establishment".

With approval by the Engineer, the existing topsoil may be salvaged and reused.

Restored areas shall be repaired and reseeded as often as necessary in order to produce a close stand of weed free grass to the edges of the pathway. The cost of lawn and yard restoration is to be included in the price bid for pathway grading and restoration.

9.26 SURFACE RESTORATION

All areas disturbed by construction operations shall be restored to their original condition as determined by the Engineer. The Engineer will use information from drawings and photographs, or video tapes when available.

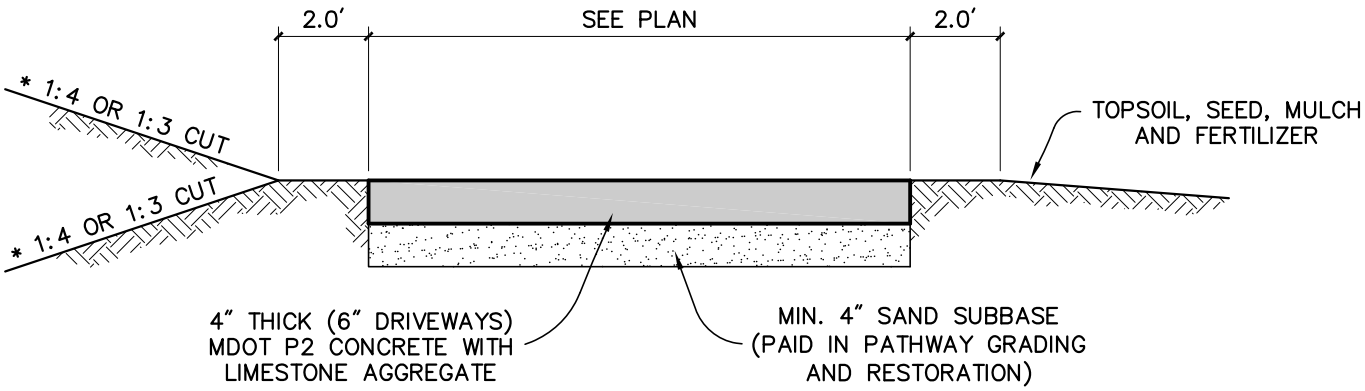
All streets, walks and other improved surfaces disturbed by construction operations shall be replaced to uniform lines and grades established by the Engineer.

Restoration shall follow the construction in a timely fashion so as to minimize inconvenience to the adjacent property owners and the general public. The manner in which this restoration is done by the Contractor will be a determining factor in the approval by the Engineer of staking requests and partial payment requests.

All work necessary to return the areas of construction operations to their original condition, other than the items listed in the proposal, shall be considered incidental to the major items of work, and no specific payment will be made therefore.

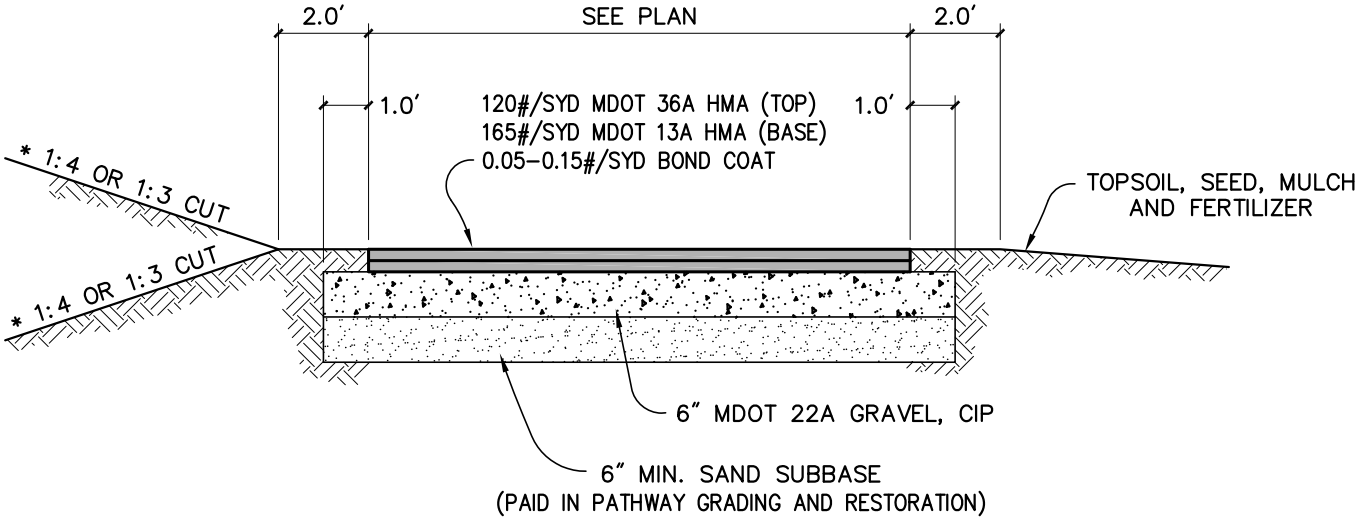
9.27 PROTECTION OF WORK

The Contractor shall protect the work until it is accepted by the Engineer. Any part of the completed work that is damaged prior to acceptance by the Owner shall be replaced at the Contractor's expense.



CONCRETE PATHWAY DETAIL

SCALE : NONE



BITUMINOUS PATHWAY DETAIL

SCALE : NONE

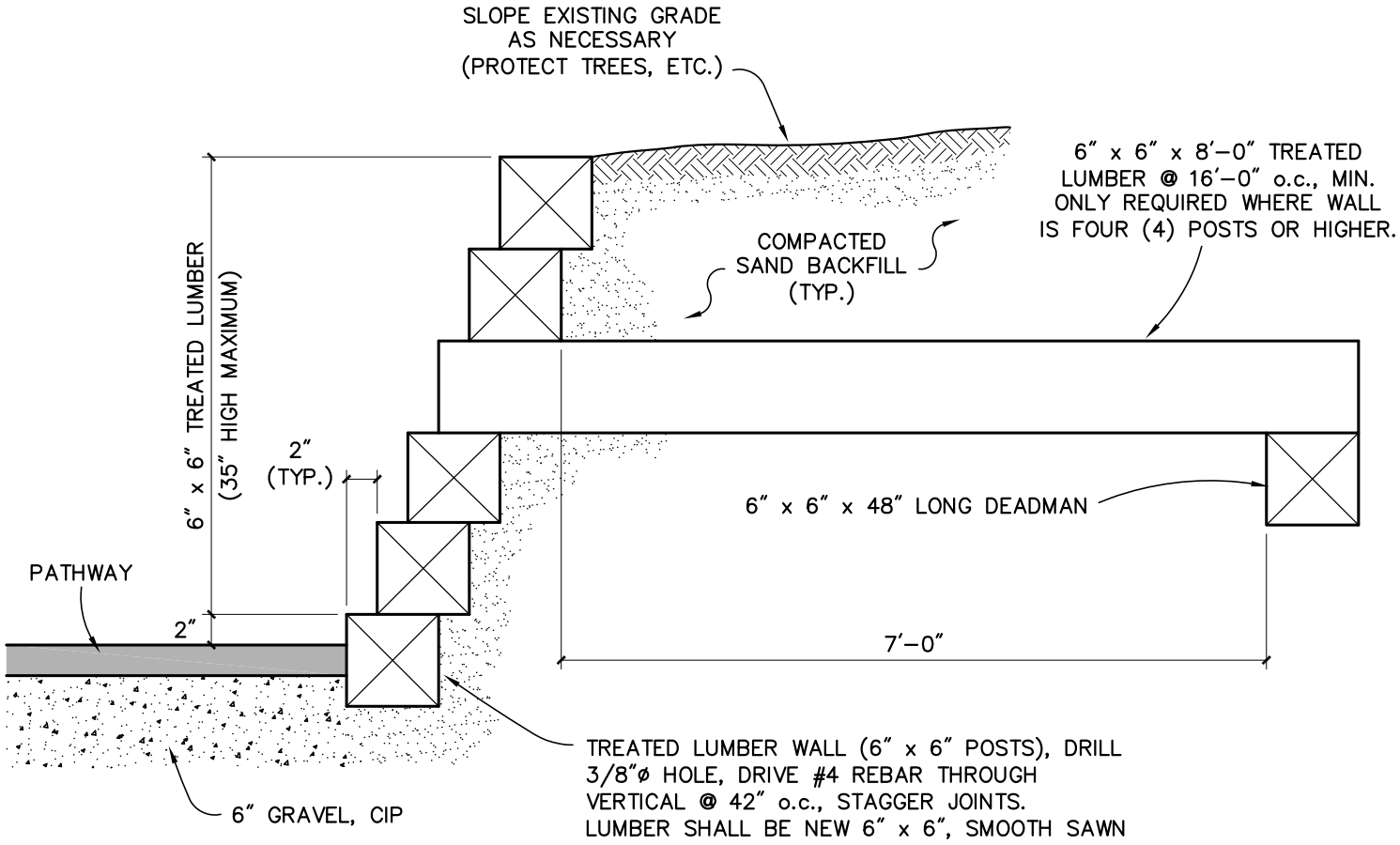
NON–MOTORIZED MULTIUSE PATHWAY DETAILS

NOTE

* –	CUT OR FILL TO 1:4 SLOPES IN YARD AREAS AND 1:3 SLOPES IN NON–YARD AREAS.

H:_SPECIFICATION DRAWINGS\SECTION 9 – PATHWAYS\10_S9_SIDEWALK_DETAILS.DWG – WDS – Oct, 05 2012 – 10:24am – Prein&Newhof

Prein&Newhof
09/2012
Section 9 Pathways



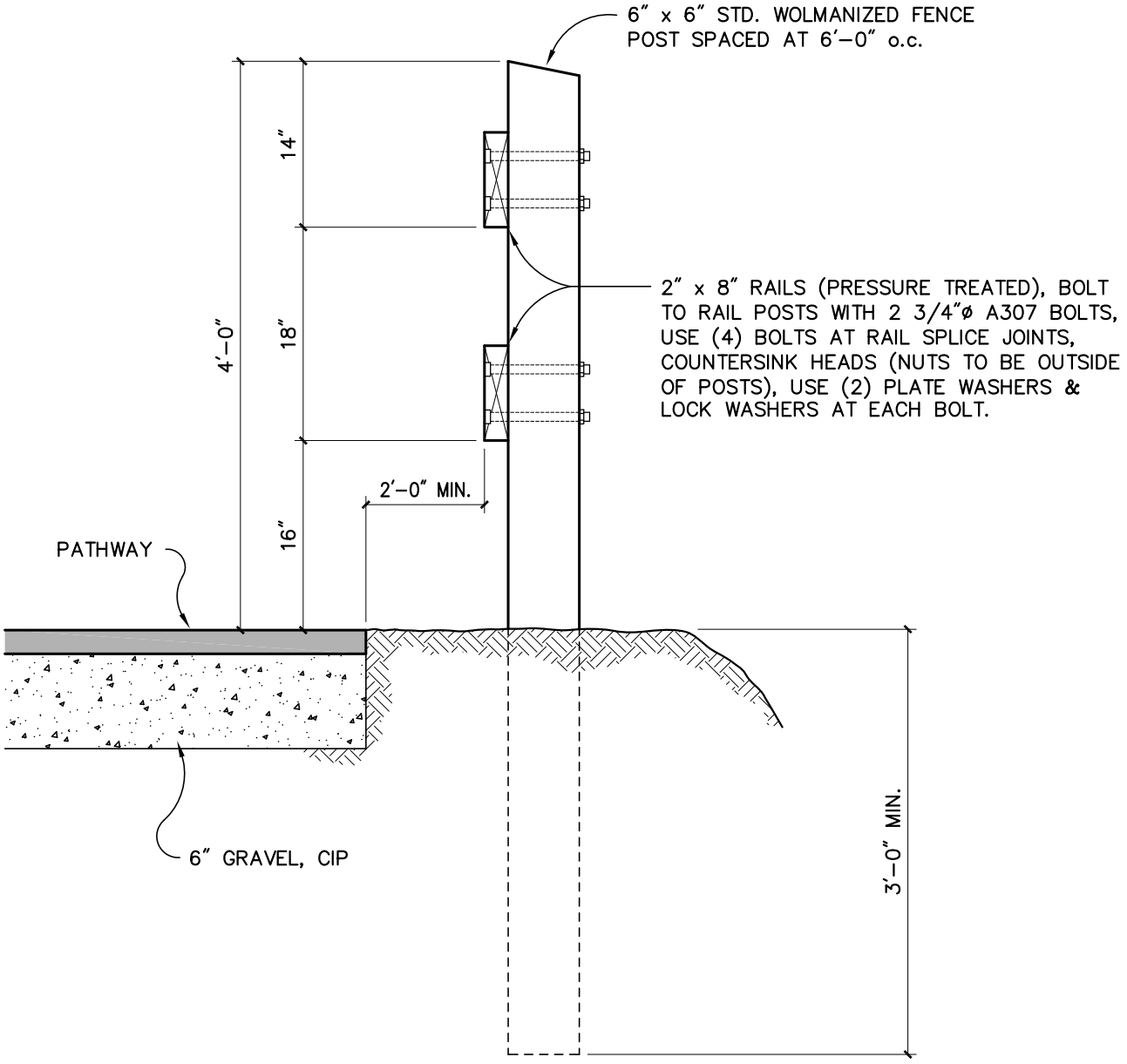
DETAIL TREATED LUMBER RETAINING WALL

NOTE

6″ x 6″ TREATED LUMBER, 0.4 RETENTION, EQUIVALENT TO WOOD FOUNDATION, SOUTHERN YELLOW OR RED PINE, SMOOTH SAWN

H:_SPECIFICATION DRAWINGS\SECTION 9 – PATHWAYS\11_S9_PATHWAY_TREATED LUMBER RETAINING WALL.DWG – WDS – Oct, 05 2012 – 10:28am – Prein&Newhof

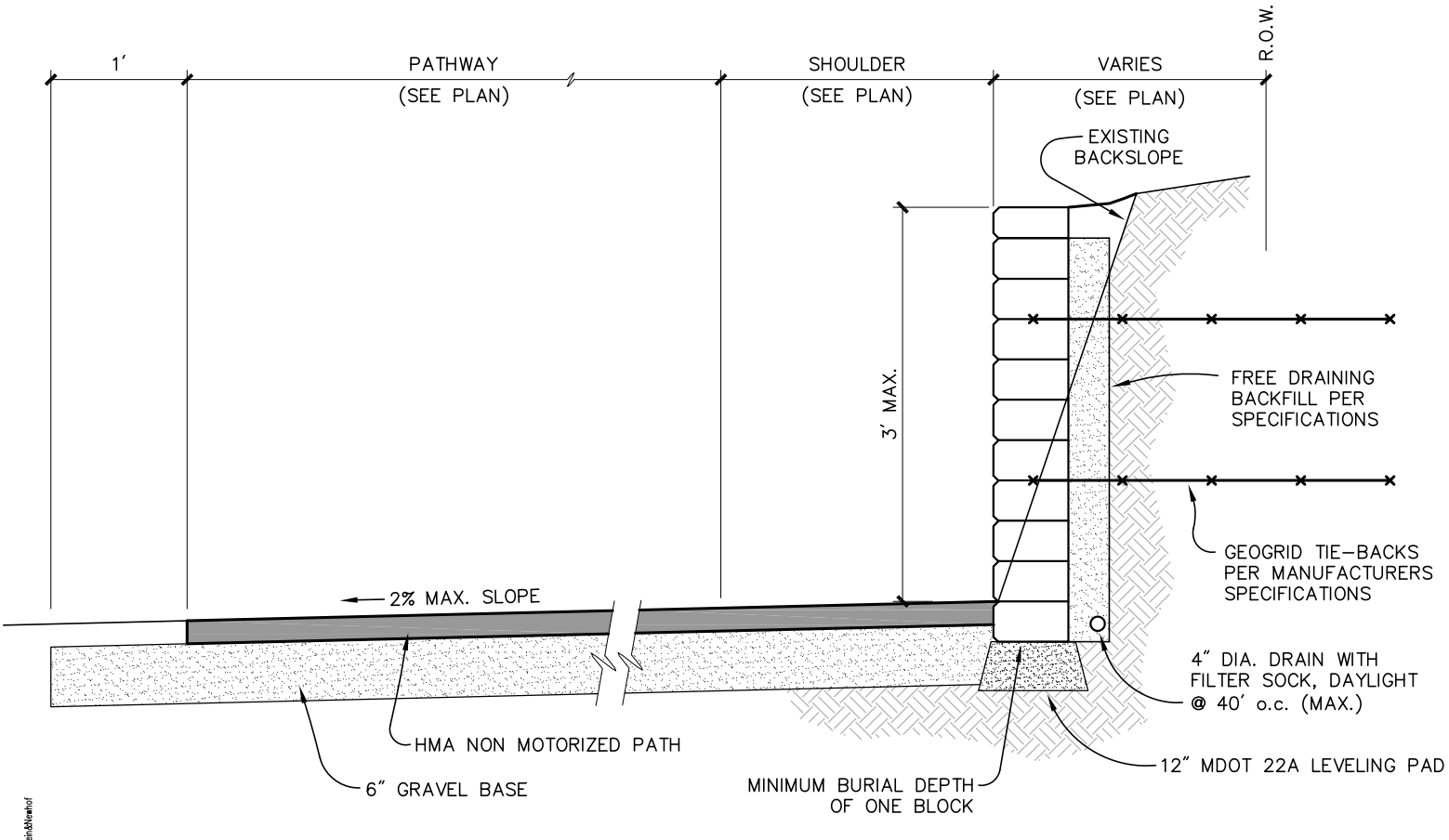
Prein&Newhof
09/2012
Section 9 Pathways



TREATED LUMBER FENCE

H:_SPECIFICATION DRAWINGS\SECTION 9 - PATHWAYS\12_S9_PATHWAY_TREATED LUMBER FENCE.DWG - WDS - Oct, 05 2012 - 10:30am - Prein&Newhof

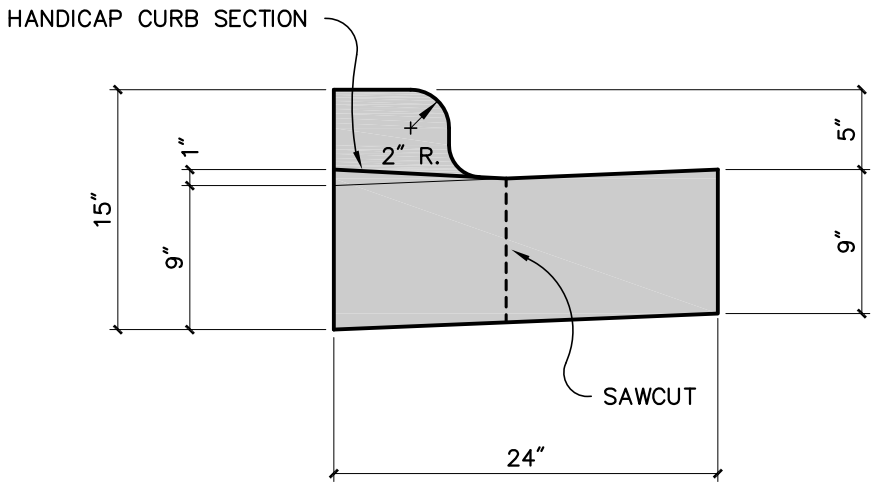
Prein&Newhof
09/2012
Section 9 Pathways



MODULAR CONCRETE BLOCK RETAINING WALL

H:_SPECIFICATION DRAWINGS\SECTION 9 - PATHWAYS\13_S9_PATHWAY_CONCRETE RIPRAP RETAINING WALL.DWG - WDS - Oct, 05 2012 - 10:39am - Prein&Newhof

Prein&Newhof
09/2012
Section 9 Pathways



HANDICAP CONCRETE CURB DETAIL

NOTE

THE PRICE PER LINEAL FOOT OF HANDICAP CURB SHALL INCLUDE FULL DEPTH SAWCUT, REMOVAL AND PLACING A HANDICAP CURB SECTION.

H:_SPECIFICATION DRAWINGS\SECTION 9 - PATHWAYS\14_S9_PATHWAY_HANDICAP CONCRETE CURB.DWG - WDS - Oct, 05 2012 - 10:40am - Prein&Newhof

Project Specifications

Owner:	Grand Haven Charter Township, Ottawa County, Michigan
Project Title:	2016 Non-Motorized Path Repairs – Mercury Drive Overlay
Project #:	2150207

I. PROJECT LOCATIONS

1. Mercury Drive from 164th Street to Bignell Bayou boardwalk (located approximately 120' south of Bignell Drive). Project work includes the area along the retaining wall stretch adjacent to Mercury Drive and Pottawattomie Bayou. See location map included at the end of the project specifications.

   13,700 l.f. of 8' wide HMA non-motorized path overlay
   500 l.f. of 8' Wide HMA non-motorized path removal and reconstruct
   225 l.f. of 8' Wide HMA non-motorized path removal, handwork
   HMA non-motorized path milling (approximately 12,100 s.f.)
   2,200 s.f. of Sidewalk Ramp, ADA

II. GENERAL

1. SUMMARY OF WORK

Work to be completed in this project consists of HMA non-motorized path overlay on an existing path along Mercury Drive in Grand Haven Charter Township.

The Contractor shall furnish adequate materials, equipment, labor, and supervision to complete this work, which also includes any necessary surface restoration.

Where a standard restoration method or contract procedure is not specifically covered by the Contract Documents, the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction shall apply.

Such current specifications are hereby incorporated into these Contract Documents by specific reference.

2. USE OF PUBLIC RIGHT-OF WAY – SITE ACCESSS AND LIMITATIONS

The Contractor shall take all necessary precautions to minimize disturbances to the area during the construction period. All damage caused by the Contractor to the property shall be repaired at no expense either to the property owner or to this project.

3. SCHEDULING

The Contractor shall prepare a schedule for completion of the project and furnish copies of the schedule to the Engineer and the Owner. This schedule shall be presented by the Contractor and reviewed at the preconstruction meeting for the project.

Once construction is started, work shall proceed on a continual basis until completion of the work.

4. SOIL EROSION AND SEDIMENTATION CONTROL

The Contractor shall conduct all work in such a manner that soil, fuels, oils and all other harmful materials are confined within the project limits and prevented from entering storm sewers, ditches, or water courses.

The Contractor shall obtain a soil erosion and sedimentation control permit from the Ottawa County Water Resource Commissioner's office.

Cost of this work shall not be paid for separately, but shall be considered incidental to major items of construction.

5. EXISTING UTILITIES

The Contractor shall notify MISS DIG and Utility Companies for utility locations before starting any open cut or trenching for construction purposes.

6. REMOVAL OF MATERIAL

The Contractor shall remove and dispose of all waste materials resulting from the construction, and arrange for disposal at a suitable site. All pathways shall be cleared and existing vegetation removed along the sides of the path to allow for proposed overlay.

Disposal of waste is incidental to major items of work. Therefore, separate payment will not be made.

7. MAINTAINING PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times conduct the work to cause minimal inconvenience to the public along the work area. During the progress of work, the Contractor shall accommodate traffic in road right-of ways, as provided in these specifications. Access to fire hydrants, water and gas valves shall be maintained at all times during construction.

All traffic control devices shall be furnished, operated and maintained by the Contractor, and shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices and the requirements of the Ottawa County Road Commission.

The Contractor shall provide all necessary personnel, signage and or barricades alerting users of the construction. Signs shall be placed in the work zone alerting path users of the construction. Sidewalk ADA ramps that are removed shall be barricaded to alert users of the construction.

A lump sum payment item is included in the proposal for traffic control.

8. DUST CONTROL

All haul roads, driveways and parking lots used by the Contractor must be maintained in a dust free condition during the life of this contract. The control of dust shall be accomplished by the application of dust control materials and methods of application as approved and/or sweeping shall be applied as often as is necessary to control the dust, or if directed to do so by the Owner's representative.

Costs of complying with this specification shall be paid as part of the proposal items. No additional payment shall be made.

9. MATERIALS TESTING

The Owner reserves the right to sample and test any of the materials requested for the proposed construction, either before or after delivery to the project and to reject material represented by any sample which fails to comply with the minimum requirements specified.

The Contractor shall furnish materials reasonably required and shall pay for all costs of sampling, testing, and analysis necessary for the testing of materials required by the specification.

Tests shall be conducted or observed by an independent testing laboratory acceptable to both the Owner and the Contractor.

The testing laboratory shall certify to the Owner that full compliance with the specified requirements is met for all accepted materials, and shall submit reports covering all tests, acceptances, and rejections.

The Contractor shall furnish manufacturer's certification for all materials used in this project. Certifications shall indicate that the materials meet requirements for the kind and class of material specified.

The Contractor shall be responsible to inspect all materials for cracks, flaws, and other defects before such material is used in the project. Materials found to be defective or damaged shall be promptly removed from the site.

III. BITUMINOUS OVERLAYS

1. 125 LB/S.Y. MDOT 36A HMA. Payment for 8' wide HMA non-motorized path overlay shall be made per lineal foot of path as field measured upon completion of the project. This shall include overlay of the milled areas along the path at the drives to tie in adjacent improvements.

2. Cleaning existing HMA non-motorized path and removal of vegetation.

3. 0.10 gal./s.y. bond coat.

4. Application of Roundup weed killer and Hyvar weed sterilant to all areas where vegetation is growing through the path including edges of path and cracks in path. Roundup and Hyvar shall be placed according to manufacturer's recommendations. Significant weed die-off must be observed and approved by Engineer prior to paving.

   This item shall include all materials, labor and equipment to complete.

IV. 8' WIDE HMA NON-MOTORIZED PATH REMOVAL AND RECONSTRUCTION

This item is for removal and reconstruction of the path in sections greater than 10' in length as measured along the path centerline. This item shall include sawcutting and removal of the existing HMA path within the limits directed by the Engineer. In areas where the path is damaged by tree roots the item shall include removal of the roots and gravel replacement. The existing gravel shall be regraded and added to as necessary and treated with Hyvar soil sterilant. The path shall be based with 165 lbs./s.y. of MDOT 13A HMA mixture. A bond coat shall be applied between successive courses of HMA at an application rate of 0.1 gal/s.y. Payment for the 125 lbs./s.y. MDOT 36A top course shall be made as part of the HMA overlay pay item. Payment for path removal and reconstruction shall be made per lineal foot as marked on the path by the Engineer and shown in the proposal.

V. 8' WIDE HMA NON-MOTORIZED PATH REMOVAL AND RECONSTRUCTION, HANDWORK

This item is for removal and reconstruction of the path in sections less than 10' in length as measured along the path centerline. This item shall include sawcutting and removal of the existing HMA path within the limits directed by the Engineer. The existing gravel shall be regraded and added to as necessary and treated with Hyvar soil sterilant. The path shall be based with 165 lbs/s.y. of MDOT 13A HMA. A bond coat shall be applied between successive courses of HMA at an application rate of 0.1 gal/s.y. Payment for the 125 lbs/s.y. MDOT 36A top course shall be made as part of the HMA overlay pay item. Payment for path removal and reconstruction shall be made per lineal foot as marked on the path by the Engineer and shown in the proposal.

VI. HMA NON-MOTORIZED PATH MILLING

To allow for butt joints between the overlay and existing paved or concrete surfaces, the existing bituminous sidewalk shall be milled to a depth of 1" for a 24"-36" width at driveway crossings and 24"-48" at approaches and other locations as directed by the Engineer. Additionally, at locations directed by the Engineer, the entire pathway shall be milled to a depth of 1". Milling of the Pottawattomie Bayou non-motorized path bridge deck will be required. Prein&Newhof estimates the total area to be milled to be 12,100 square feet. This estimated quantity is for informational purposes only. The Contractor is responsible for his own estimate of bituminous sidewalk milling and is to base his bid on that.

VII. ADJUST EXISTING CATCH BASINS AND MANHOLES

The elevation of existing catch basin and manhole covers that lie within the limits of the overlaid portion of the bicycle path shall be adjusted to be ½" below the finished bicycle path elevation. For manholes associated with sanitary sewer and sanitary force main, Grand Haven

Charter Township shall be notified prior to any work being done to the manhole.

The casting frame, adjusting rings and top section of all manholes shall be wrapped with a watertight seal joint encapsulation system with rubber backing to minimize infiltration into the manhole. Material shall be Infi-Shield External Uniband Seal by Sealing System, Wrapid Seal by CANUSA-CPS, or approved equal. Installation shall follow manufacturer's recommendations.

VIII. ADJUST EXISTING WATER SERVICE CURB STOP BOX

The elevation of water service curb stops that lie within the limits of the overlaid portion of the bicycle path shall be adjusted to be ½" below the finished bicycle path elevation. Grand Haven Charter Township shall be notified prior to any work being done and all work shall be done in conformance with Grand Haven Charter Township Standards.

IX. SIDEWALK RAMP, ADA

Sidewalk Ramp, ADA shall be constructed where indicated in the field at the direction of the Engineer and shall be in accordance with MDOT Detail R-28-G and the Michigan Department of Transportation 2012 Standard Specifications for Construction and "Specifications for Sidewalk". Concrete thickness shall be 6". This item shall be paid per square foot and includes removal of the existing concrete ramp, the 2' wide PVC or cast iron truncated dome inserts as well as the replacement of the concrete ramp. Lengths vary at each ADA ramp (may be over 8' necessary) and may require short sections of inserts to meet the curb radius. Contractor to verify requirements at each ADA ramp. 27 locations are to updated with approximately 330 l.f. of insert required (installed). Color to be red and match existing GHCT ramps. Color to be verified with Engineer.

X. CRACK TREATMENT

Existing cracks in the HMA pathway 3/8" wide or wider shall have a 12" wide self-adhering paving strip membrane placed per manufacturer's recommendations. Petrotac 4591 shall be placed following surface cleaning to ensure the surface is free of dirt and area is completely dry. All cracks shall be cleaned out and filled with HMA prior to placement of the Petrotac.

Payment shall be per l.f. of Petrotac 4591 placed.

XI. REPLACE TIMBER RETAINING WALL

This work shall consist of furnishing and installing timber retaining wall to replace existing timber retaining walls at the south end of the Pottawattomie Bayou north of Lake Street as indicated in these specifications and marked in the field at the direction of the Engineer.

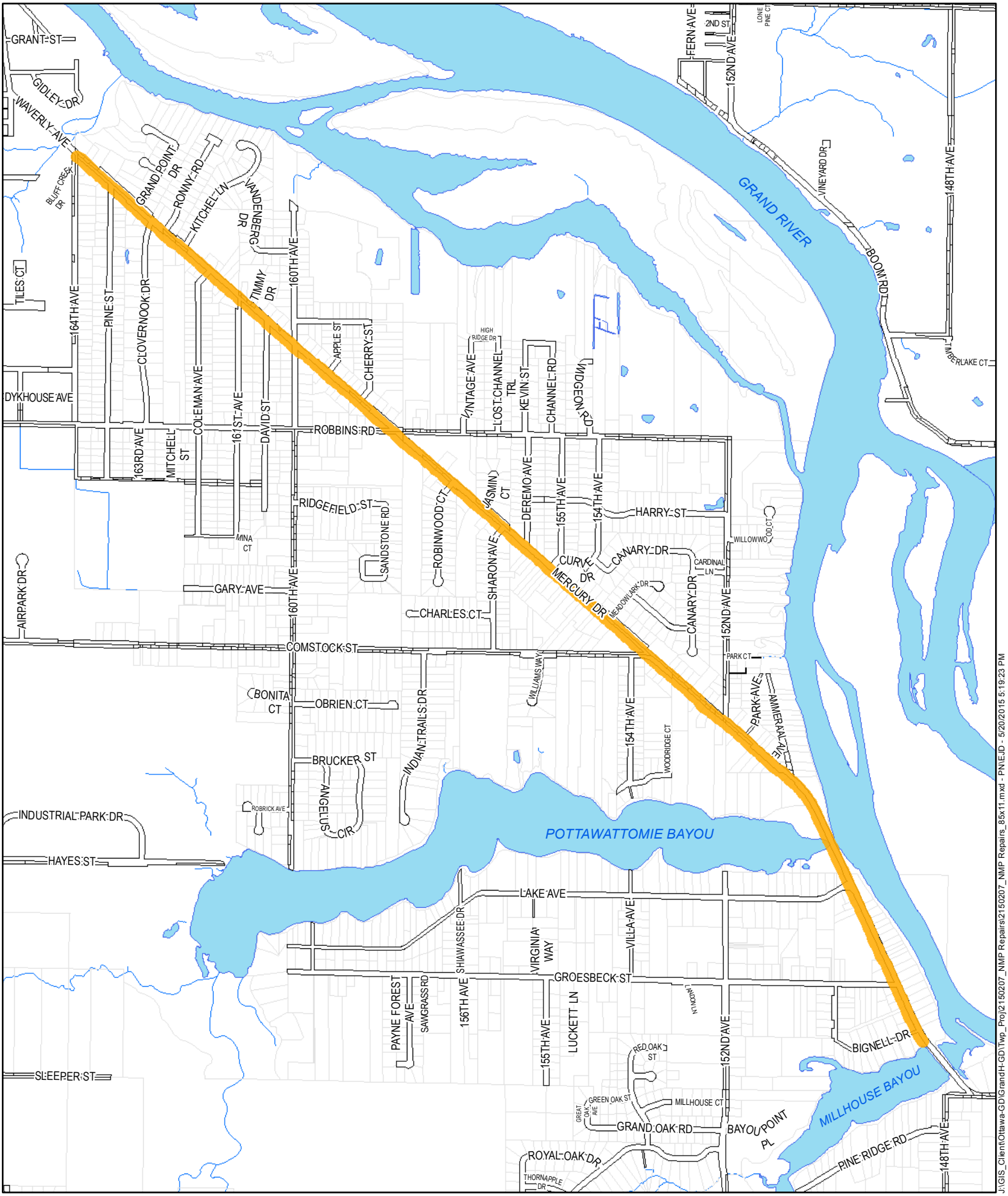
The wall shall be a 6"x6" pressure treated timber and shall include tie backs as detailed in the standard specifications for sidewalk. The existing path in this area shall be completely removed. All voids shall be filled with Class II granular material compacted to 95%. 6" of MDOT 22A aggregate shall be placed in areas where the aggregate was removed for wall installation.

Payment shall be per square foot of total face of wall as given in the proposal, measured to the nearest .1 feet and computed to the nearest square foot.

Payment for replacement of timber retaining wall shall include all excavation, installation, anchorage, and backfill as required to install the wall along with repositioning of the existing railing. Payment for aggregate base and path removal and reconstruction shall be per unit price provided in the proposal.

XII. RESTORATION

Topsoil and seed shall be placed along both sides of the entire non-motorized path project to blend the pathway with existing yards and to repair damage caused by construction activities. Repairs to sprinkler heads located adjacent to the path damaged by the Contractor during construction shall also be included in this pay item. Compacted 22A gravel shall be placed to blend the pathway with existing gravel driveways or approaches.



SCALE: 1 " = 1,500 '

LEGEND

Repair Locations

GRAND HAVEN TOWNSHIP
Ottawa County, MI

MERCURY DRIVE
NON-MOTORIZED PATH REPAIRS

Prein&Newhof
2150207

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

SUPERINTENDENT'S MEMO

DATE: February 4, 2016

TO: Township Board

FROM: Cargo

SUBJECT: Agreement with the Grand Haven Area Public Schools Pertaining to the Sale and Acquisition of Fiber Optic Filament Strands

As you will recall, Grand Haven Charter Township acquired three pairs of fiber optic strands from Ottawa County in July of 2015.

However, after this agreement was completed, it was discovered that the original agreement regarding these fiber optic strands between Ottawa County (County) and the Grand Haven Area Public Schools (District) prohibited both the County and the District from either assigning or transferring the contract regarding these fiber optic strands (*and therefore any rights pursuant to the contract*) without prior written consent of the other party.

Therefore, it was necessary for the Township to complete a <u>second agreement</u> with the District to acquire the lines. Further, there was some confusion as the route of the fiber optic strands, which delayed the completion of a second agreement with the District. All of these matters are now resolved.

That said, the agreement is now complete and ready for approval by both the Township Board and School District Board. To proceed forward with the agreement to acquire the fiber optic strands, the following motion can be offered:

> **Move to authorize Superintendent Cargo to execute the agreement with the Grand Haven Area Public School District Pertaining to the Sale and Acquisition of Fiber Optic Filament Strands.**

If you have any questions or comments, please contact either Cargo or VerBerkmoes at your convenience.

Agreement Pertaining to the
Sale and Acquisition of
Fiber Optic Filament Strands

THIS AGREEMENT, by and between the Grand Haven Area Public Schools, of 1415 Beechtree St., Grand Haven, MI 49417, and Grand Haven Charter Township, of 13300 168th Ave., Grand Haven, MI 49417, is made and entered into with reference to the following facts and circumstances:

A. Pursuant to a certain "Contract for Purchase of Fiber Optic Filaments" (the "Contract"), effective September 14, 2004 between the County of Ottawa (the "County") and the Grand Haven Area Public Schools (the "District"), the District sold to the County certain fiber optic filament strands as described in said Contract (a copy of which is attached as "Exhibit A").

B. Said Contract prohibited both the County and the District from either assigning or transferring the Contract (and therefore any rights pursuant to the Contract) without prior written consent of the other party.

C. In the absence of the District's prior written consent, the County entered into a Letter of Agreement (the "Letter Agreement") with Grand Haven Charter Township (the "Township"), in July and/or August of 2015, pursuant to which the County sought to transfer to the Township's ownership three pairs of fiber lines (as more fully described in the Letter Agreement) which the County had previously acquired from the District pursuant to the Contract.

D. In order to rectify the absence of the District's prior written consent to the Letter Agreement, and as a condition of obtaining the District's consent to said Letter Agreement and to the County's transfer of ownership of certain fiber lines to the Township, the District and the Township enter into this Agreement Pertaining to the Sale and Acquisition of Fiber Optic Filament Strands (the "Agreement").

NOW, THEREFORE, for and in consideration of their respective or mutual promises or covenants, the District and the Township agree as follows:

1. Filament Strands. The six (6) fiber optic filament strands which the County sought to transfer to the Township's ownership, pursuant to the Letter Agreement, are those between the Grand Haven High School at 17001 Ferris St., and the Educational Services Center at 1415 Beechtree St. (the "Filament Strands"), as shown on the map attached as Exhibit B.

2. Transfer of Ownership. The County's purported transfer of ownership of the Filament Strands to the Township pursuant to the Letter Agreement is approved (i.e. consented to) by the District subject to the following terms and conditions:

(a) Except for the County's "payment" obligation to the District (pursuant to Paragraph 5 of the Contract), the Township accepts and agrees to abide by any and all responsibilities, obligations, and/or commitments having been made or assumed by the County (pursuant to the Contract), with respect to the Filament Strands, from and after the date of the Township's acquisition of the Filament Strands from the County; and

(b) Similarly, the District agrees that any and all of its obligations and/or commitments to the County (pursuant to the Contract), with respect to the Filament Strands, shall be extended to and inure to the benefit of the Township from and after the date of the Township's acquisition of the Filament Strands from the County; and

(c) The Township agrees to refrain from making any use of the Filament Strands, and from taking any action with respect to the Filament Strands, which may have an adverse or detrimental effect on the District's Fiber Optic Network, unless such use or action has the District's prior written approval; and

(d) The parties further agree that the Township's Letter Agreement with the County will not impose or result in any additional costs or expenses to the District with respect to the Filament Strands, except to the extent that the District may expressly agree in writing to incur such costs or expenses.

3. Non-Assignment. Neither party shall assign or transfer its rights and/or obligations pursuant to this Agreement without the prior written approval of the other party; provided, however, that such approval shall not be unreasonably withheld.

4. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. This Agreement may be amended, but only upon written agreement of the parties. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract. Any captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify its terms and provisions.

IN WITNESS WHEREOF, the District and the Township have, by their authorized officers or representatives, executed this Agreement as of the dates noted below.

GRAND HAVEN AREA PUBLIC SCHOOLS	GRAND HAVEN CHARTER TOWNSHIP
By: _____	By: _____
Its: Superintendent	Its: Superintendent
Dated: _____	Dated: _____

EXHIBIT A

Contract for Purchase of Fiber Optic Filaments COPY

This Contract (this "Contract") is made effective as of September 14, 2004 between **The County of Ottawa,** whose address is 12220 Fillmore St, West Olive, MI 49460 ("**Buyer**"), and the **Grand Haven Public Schools,** whose address is **1415 Beechtree St., Grand Haven, MI 49417** ("**Seller**").

1. ITEMS PURCHASED. Seller agrees to sell, and Buyer agrees to buy, the following fiber optic filament strands housed inside the Grand Haven Public Schools Fiber Optic Network (the "Fiber") in accordance with the terms and conditions of this Contract:

Quantity & Description	*Conditions*	*Total Price*
Six (6) filament strands of fiber from Robinson Elementary to Lakeshore Middle School (LSMS) splice point	*Includes permission to over lash on GHAPS route from LSMS to Central School and to extend fiber from Central School to the Washingion St. County Building*	*$94,950.00*
Twelve (12) additional filament strands of fiber from Robinson Elementary to LSMS splice point	*(18 strands total)*	*$23,300.00*
Six (6) filament strands of fiber from LSMS spoice point to Ferry Elementary splice point	*Includes permission to over lash on GHAPS route to County's Fulton St. Location*	*$3,420.00*
Six (6) filament strands of fiber from the LSM splice point to the High School splice point	*Includes permission to extend fiber from splice point to County's Ferris St. location*	*$15,949.00*
TOTAL:		***$137,619.00***

2. PRODUCT STANDARDS. The Goods shall comply with the Seller's description provided to the Buyer and be as inspected by Buyer prior to the issuance of a Bill of Sale and Payment of the purchase price. The Grand Haven Public Schools will provide the maintenance of the fiber filaments within the Grand Haven Public Schools Fiber Network as it maintains its own fiber network.

3. MAINTENANCE OF FIBER NETWORK. The cost of any maintenance along the route of the network wherein several entities own fiber optic filaments, including but not limited to the cost of any licensing or operation fees that are charged to the Seller by third

parties pursuant to a pole license agreement, shall be shared proportionally to the number of fiber filaments owned by each party at the site of any maintenance or shared pole route. When specific maintenance to the Fiber Network is caused by third parties (traffic accident, movement of fiber required by other agencies such as MDOT, Road Commission, etc.), Seller shall seek full and complete payment of all maintenance costs from the third parties. Any maintenance costs NOT recovered from such third parties shall be shared proportionally by the number of fiber filaments owned by each party owning fiber strands at the site of any maintenance. The Buyer shall pay for its share of all such costs within 30 days of receiving a itemized copy of the maintenance work invoice, as received by the Seller, and a written request (or invoice) from the Seller for the Buyer's share of the costs showing the method and calculation of the Buyer's proportionate share of the total maintenance cost.

4. TITLE/RISK OF LOSS. The fiber optic filaments ready to be fusion spliced to the County of Ottawa Fiber Network Strands shall be delivered at the specific sites described in the attached route diagram, Diagram A. All delivered fiber optic filaments shall have been previously tested and test results shall be supplied to the Buyer prior to preparation for splicing to the County of Ottawa Fiber Network.

5. PAYMENT. Payment shall be made by County of Ottawa check to Sellers in three equal amounts, 1/3 of the "price" at the signing of this contract, 1/3 immediately following the successful splicing and testing of the end to end fiber filaments, and 1/3 when the Seller delivers the Bill of Sale to the County of Ottawa.

In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Contract, and may terminate this Contract.

6. DELIVERY. Time is of the essence in the performance of this Contract. Seller will make all arrangements for delivery expeditiously within legal and technical limitations.

7. PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arises as a result of this sale, excluding income taxes.

8. WARRANTIES. Seller warrants that the fiber optic filaments are in good and serviceable condition.

9. INSPECTION. The Buyer, upon receiving possession of the fiber optic filaments, shall have a reasonable opportunity to test the fiber optic filaments to determine that they conform to the requirements of this Contract. If the Buyer, in good faith, determines that all or a portion of the fiber optic filaments are non-conforming, the Buyer may return unsatisfactory fiber optic filaments to the Seller. The Seller may provide alternate fiber optic filaments. The Buyer must provide written notice to the Seller of the reason for rejecting any fiber optic filaments. The Seller will have 15 days from the notice of unsatisfactory fiber optic filaments to remedy such defects under the terms of this Contract.

10. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the fiber optic filaments in the time and manner provided for in this Contract.

11. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Contract if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

12. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

14. ASSIGNMENT. Neither party may assign nor transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

15. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties

regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written.

16. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

17. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

19. APPLICABLE LAW. The laws of the State of Michigan shall govern this Contract.

Attn:	Mark Scheerhorn
Buyer's Name:	County of Ottawa
Buyer's Address:	12220 Fillmore Street
	West Olive, MI 49460

Signatures:

By: x _____ Date: 9-14-04

Board Chair

By: x _____ Date: 9-14-04

Clerk

Attn:	Superintendent
Seller's Name:	Grand Haven Public Schools
Seller's Address:	1415 Beechtree St.
	Grand Haven, MI 49417

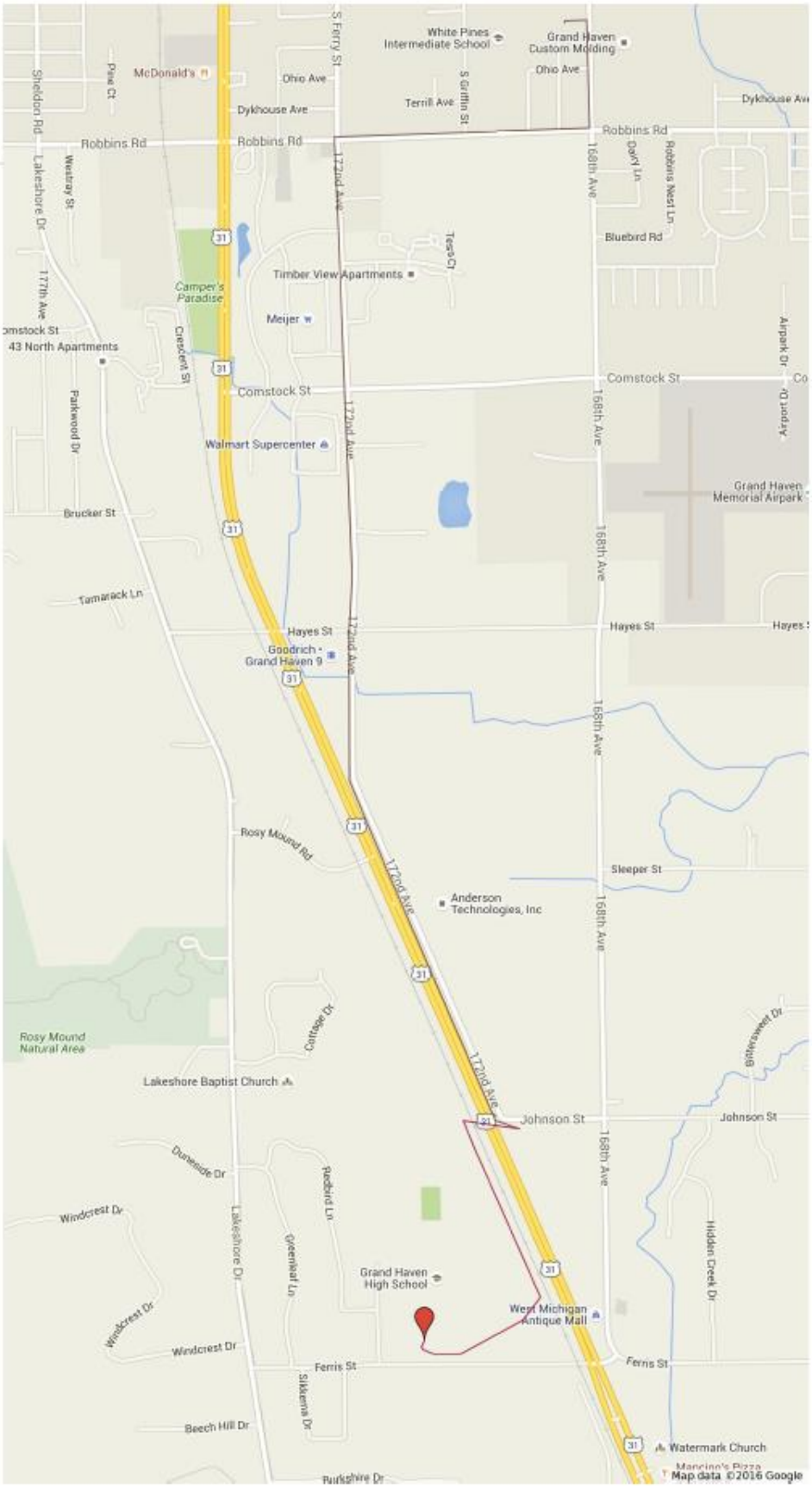
Signature: x _____ Date: x 9/27/04

EXHIBIT B

GHT Fiber Map

GHT Fiber

- GHHS - Fiber Hand Hole
- Directional Bore
- Aerial Fiber
- Aerial Fiber



GRAND HAVEN CHARTER TOWNSHIP

Superintendent's Memo

DATE: February 4, 2016

TO: Township Board

FROM: Bill

RE: Water Rate Ordinance

Attached, please find a correction to the 2016 through 2020 Water Rate Ordinance, the change is highlighted in yellow.

As you may recall, the Board adopted a Water Rate Ordinance in November of last year. It was specifically noted that the "*connection charges for new users are recommended to **remain the same** during this same period, which means that these fees will remain unchanged from 2010 through 2020*."

Unfortunately, it appears that staff used an old water rate ordinance template from pre-2009 that had the incorrect fee listed for "Connection Charges". Since the Water Rate Study did not recommend any changes to this portion of the Water Rate Ordinance, this section of the ordinance was not "proofed" by staff and the pre-2010 connection fee was listed (*i.e., a $400 reduction*↓).

This error was found by the Public Services Administrative Coordinator (*i.e., Kristi Walsh*) in December, who brought the matter to Cargo for correction.

In order to correct this error and return to the water connection fee that has been in place since 2010, the following motion can be offered:

> **Move to approve and adopt the corrective ordinance amendment to the Water Rate Ordinance, which returns the water connection fee to the previously approved and recommended level. This is a second reading.**

If you have any questions or comments, please contact me at your convenience.

ORDINANCE NO. *

WATER RATE 2016 – 2020 AMENDMENT ORDINANCE
GRAND HAVEN CHARTER TOWNSHIP

AN ORDINANCE TO AMEND EXHIBIT "A" OF THE CHARTER TOWNSHIP OF GRAND HAVEN WATER SYSTEM ORDINANCE AMENDNG THE RATE STRUCTURE.

GRAND HAVEN CHARTER TOWNSHIP, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Rate Structure. Exhibit A of the Water System Ordinance containing the schedule of rates and charges is re-stated in its entirety as follows.

EXHIBIT A
SCHEDULE OF WATER RATES & CHARGES

Water Connection Charges

1. ¾" Meter = $1,500 plus the 110% cost of the copper service piping, as determined by the most recent invoice from the supplier, from the corporation stop to the meter set. All copper piping must be purchased in either 60 or 100 foot increments. (*Owner or contractor may provide the copper service line to avoid the charge*.)
2. 1" Meter = $1,600 plus the 110% cost of the copper service piping, as determined by the most recent invoice from the supplier, from the corporation stop to the meter set. All copper piping must be purchased in either 60 or 100 foot increments. (*Owner or contractor may provide the copper service line to avoid the charge*.)
3. Pretap with 3/4″ meter = $700
4. Pretap with 1″ meter = $800
5. Larger than 1" Service Line or 1" Meter = Deposit of $2,000. The charge will be the actual cost of the meter, meter set, copper service line, contractor costs (if any), plus 10% for overhead.

Water Trunkage Charge – Premises constructed after December 31, 1998 (For premises constructed prior to December 31, 1998, there is no trunkage charge for a new connection)

Meter Size	**Amount**
1" or less	$ 856
1.5"	$ 3,425
2"	$ 6,085
3"	$13,695
4"	$24,350
6"	$54,785

Other Charges

1. Meter upgrade is charged for actual labor costs, replacement meter, and any materials, plus 10% for overhead.
2. Hydrant rental requires a $75 deposit. The fee will be $20 for the rental of the meter plus the actual water usage.
3. Water turn on charge for delinquent accounts and cross connections are as follows:
    a. $30 during business hours
    b. $50 after business hours
4. Meter test charge is $75
5. Late Fee Penalty for Water Utility bills is 10%

Commodity Charge Per 1,000 gallons

NOWS Water	Monthly	Q	Q1	Q2
$2.43	Jan. 1, 2016	Jan. 1, 2016	Feb. 1, 2016	March 1, 2016
$2.50	Jan. 1, 2017	Jan. 1, 2017	Feb. 1, 2017	March 1, 2017
$2.57	Jan. 1, 2018	Jan. 1, 2018	Feb. 1, 2018	March 1, 2018
$2.64	Jan. 1, 2019	Jan. 1, 2019	Feb. 1, 2019	March 1, 2019
$2.71	Jan. 1, 2020	Jan. 1, 2020	Feb. 1, 2020	March 1, 2020

G. R. Water	Monthly	Q	Q1	Q2
$2.81	Jan. 1, 2016	Jan. 1, 2016	Feb. 1, 2016	March 1, 2016
$2.89	Jan. 1, 2017	Jan. 1, 2017	Feb. 1, 2017	March 1, 2017
$2.97	Jan. 1, 2018	Jan. 1, 2018	Feb. 1, 2018	March 1, 2018
$3.05	Jan. 1, 2019	Jan. 1, 2019	Feb. 1, 2019	March 1, 2019
$3.14	Jan. 1, 2020	Jan. 1, 2020	Feb. 1, 2020	March 1, 2020

Monthly Residential Customer Service Charge for NOWS and Grand Rapids

Service Charge	Q	Q1	Q2
$12.66	Jan. 1, 2016	Feb. 1, 2016	March 1, 2016
$13.03	Jan. 1, 2017	Feb. 1, 2017	March 1, 2017
$13.42	Jan. 1, 2018	Feb. 1, 2018	March 1, 2018
$13.82	Jan. 1, 2019	Feb. 1, 2019	March 1, 2019
$14.23	Jan. 1, 2020	Feb. 1, 2020	March 1, 2020

Monthly Commercial Customer Service Charge for NOWS and Grand Rapids

Meter Size	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020
¾" Meter	$12.66	$13.03	$13.42	$13.82	$14.23
1" Meter	$20.01	$20.61	$21.22	$21.85	$22.50
1½" Meter	$40.47	$41.68	$42.93	$44.21	$45.53
2" Meter	$66.74	$68.74	$70.80	$72.92	$75.10
3" Meter	$158.56	$163.31	$168.20	$173.24	$178.43
4" Meter	$360.80	$371.62	$382.76	$394.24	$406.06

Monthly Fire Line Charges for NOWS and Grand Rapids customers

Meter Size	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018	Jan 1, 2019	Jan. 1, 2020
6” or less	$11.48	$11.82	$12.17	$12.53	$12.90
8”	$23.12	$23.81	$24.52	$25.25	$26.00
10”	$44.44	$45.77	$47.14	$48.55	$50.00
12’	$68.90	$70.96	$73.08	$75.27	$77.52

Section 2. Effective Date. This Ordinance was approved and adopted by the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, on _____, after introduction and a first reading on _____, and publication after such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, which date is 30 days after adoption of the Ordinance.

GRAND HAVEN CHARTER TOWNSHIP

By: _____
Karl French, Supervisor

By:_____
Laurie Larsen, Clerk

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Ordinance was adopted at a regular meeting of the Grand Haven Charter Township Board held on _____. The following members of the Township Board were present at that meeting: _____. The following members of the Township Board were absent: _____. The Ordinance was adopted by the Township Board with members of the Board _____ voting in favor and _____members of the board voting in opposition. The Ordinance was published after adoption on _____.

_____
Laurie Larsen, Township Clerk

At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 8th day of February, 2016 at 7:00 p.m. The meeting was held at the Township of Grand Haven, 13300 168th Avenue, Grand Haven, Michigan.

PRESENT:
ABSENT:

After certain matters of business had been discussed, Supervisor French announced that the next order of business was the consideration of a resolution regarding the Harbor Transit Authority millage rate for the upcoming fiscal year. Following discussion, the following resolution was offered by _____ and supported by _____:

RESOLUTION NO. 16-02-01

WHEREAS, Article VIII of the Harbor Transit Authority by-laws requires that the proposal annual operating millage of the Harbor Transit Authority be considered by the member units; and,

WHEREAS, the Harbor Transit Board has adopted the Fiscal Year 2016/17 operating millage rate, recommending an operating millage rate of 0.58 mills; and,

WHEREAS, the millage rate is a reduction of 0.02 mills when compared to the previous fiscal year's millage rate.

NOW, THEREFORE, BE IT RESOLVED:

1. That Grand Haven Charter Township Board supports the continuation of a millage rate for the Harbor Transit Authority in the amount of 0.58 mills for the Fiscal Year 2016.

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the Administrative Policies and Procedures Manual are hereby repealed to the extent of any such conflict.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED: Adopted.
ADOPTED ON: March 8, 2016

_____

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Temporary Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 8th day of February, 2016. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

_____

Laurie Larsen
Grand Haven Charter Township Clerk

Category Detail Report

02/01/2016

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0005	STERKEN ROBERT-DEBORAH	11937 BLUEWATER TRL	$1,307.90	$1,307.90

Total Fees For Type: $1,307.90

Total Permits For Type: 1

ADDITIONS

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0008	CHAPEL KARL R-TANYA J	16159 FERRIS ST	$766.00	$766.00
P16BU0016	ENDERLE CYNTHIA A	11784 LAKESHORE DR	$231.70	$231.70
P16BU0018	WILLIAMS SCOTT-KRISTINE	16776 WARNER ST	$313.90	$313.90

Total Fees For Type: $1,311.60

Total Permits For Type: 3

ADDRESS

Permit #	Owner	Address	Fee Total	Amount Paid
P16AD0001	RAUSCHERT STEPHEN L-JEANN	12977 152ND AVE	$14.00	$14.00
P16AD0002	GRAND HAVEN DEVELOPMEN	13014 BOULDERWAY TR	$14.00	$14.00
P16AD0003	LEE ALLEN HOMES	13116 COPPERWAY DR	$14.00	$14.00
P16AD0004	EILERS JEROME-JOY TAYLOR	16965 FOX CHASE CIR PVT	$14.00	$14.00

Total Fees For Type: $56.00

Total Permits For Type: 4

ALTERATIONS

Permit #	Owner	Address	Fee Total	Amount Paid
P15BU0520	STONER DUSTIN-HAYLEY	14702 INDIAN TRAILS DR	$313.90	$313.90
P16BU0003	RIGONI DONALD A	17876 BRUCKER ST	$238.55	$238.55
P16BU0021	INERGY PROPANE LLC	13385 168TH AVE	$343.00	$343.00
P16BU0024	MORRISON RICHARD-MAUREE	11129 LAKESHORE DR	$898.40	$898.40
P16BU0027	STEPHANS JAMES N-TONI L	14931 HAWTHORNE ST	$105.00	$105.00

Total Fees For Type: $1,898.85

Total Permits For Type: 5

BASEMENT FINISH

Permit #	Owner	Address	Fee Total	Amount Paid
P15BU0521	JIM TIBBE HOMES LLC	15495 SWEETBRIAR DR	$265.95	$265.95
P16BU0015	OSBORN RYAN P-SUMMER J	16924 MAPLERIDGE DR	$231.70	$231.70
P16BU0029	BRAYMER DAVID B-ANNA	17961 BRUCKER ST	$348.15	$348.15

Total Fees For Type: $845.80

Total Permits For Type: 3

COMMERCIAL REMODEL

Permit #	Owner	Address	Fee Total	Amount Paid
P15BU0522	RRR ASSOCIATES LLC	14440 172ND AVE	$136.50	$136.50
P16BU0002	BARUCH SENIOR MINISTRIES	16224 MERCURY DR	$1,974.65	$1,974.65

Total Fees For Type: $2,111.15

Total Permits For Type: 2

ELECTRICAL

Permit #	Owner	Address	Fee Total	Amount Paid
P16EL0001	STONER DUSTIN-HAYLEY	14702 INDIAN TRAILS DR	$118.00	$118.00
P16EL0002	JIM TIBBE HOMES LLC	15495 SWEETBRIAR DR	$114.00	$114.00
P16EL0003	B CUBED OF MICHIGAN LLC	16916 ROBBINS RD	$126.00	$126.00
P16EL0004	MCDONOUGH DAVID-KIM LEN	17281 SANDGATE PL	$66.00	$66.00
P16EL0005	BAYOU DEVELOPERS LLC	15221 RACHEL CT PVT	$254.00	$254.00
P16EL0006	BAYOU DEVELOPERS LLC	15229 RACHEL CT PVT	$254.00	$254.00
P16EL0007	HOLTROP DANIEL-CHERYL	15077 GROESBECK ST	$56.00	$56.00
P16EL0008	HORNING ELAINE-PODEIN MI	10569 LAKESHORE DR	$60.00	$60.00
P16EL0009	SPYKMAN STEVEN J-NANCY A	9936 BEACH RIDGE CT PVT	$130.00	$130.00
P16EL0010	RIVER HAVEN OPERATING CO	13226 WINDING CREEK DR	$56.00	$56.00
P16EL0011	RIVER HAVEN OPERATING CO	14496 MAPLETREE LN	$56.00	$56.00
P16EL0012	RIVER HAVEN OPERATING CO	14508 MAPLETREE LN	$56.00	$56.00
P16EL0013	RIVER HAVEN OPERATING CO	14499 MAPLETREE LN	$56.00	$56.00
P16EL0014	RIVER HAVEN OPERATING CO	13572 OAKTREE COURT	$56.00	$56.00
P16EL0015	RIVER HAVEN OPERATING CO	13621 OAKTREE COURT	$56.00	$56.00
P16EL0016	RIGONI DONALD A	17876 BRUCKER ST	$132.00	$132.00
P16EL0017	OSBORN RYAN P-SUMMER J	16924 MAPLERIDGE DR	$116.00	$116.00
P16EL0018	RIVER HAVEN OPERATING CO	13616 OAKTREE COURT	$55.00	$55.00

P16EL0019	RIVER HAVEN OPERATING CO	13296 WINDING CREEK DR	$55.00	$55.00
P16EL0020	RIVER HAVEN OPERATING CO	14453 WINTERGREEN DR	$55.00	$55.00
P16EL0021	RIVER HAVEN OPERATING CO	13303 WINDING CREEK DR	$55.00	$55.00
P16EL0022	RIVER HAVEN OPERATING CO	14476 WINTERGREEN DR	$55.00	$55.00
P16EL0023	RIVER HAVEN OPERATING CO	13326 PINEWOOD DR	$55.00	$55.00
P16EL0024	RIVER HAVEN OPERATING CO	13415 WINDING CREEK DR	$55.00	$55.00
P16EL0025	RIVER HAVEN OPERATING CO	13519 PINEWOOD DR	$55.00	$55.00
P16EL0026	ENDERLE CYNTHIA A	11784 LAKESHORE DR	$110.00	$110.00
P16EL0027	BARUCH SENIOR MINISTRIES	16224 MERCURY DR	$111.00	$111.00
P16EL0028	BARUCH SENIOR MINISTRIES	16224 MERCURY DR	$115.00	$115.00
P16EL0029	TOPLIFF JOSHUA	14551 BRIGHAM DR	$288.00	$288.00
P16EL0030	RIVER HAVEN OPERATING CO	13779 SUNRISE COVE	$56.00	$56.00
P16EL0031	RIVER HAVEN OPERATING CO	13609 OAKTREE COURT	$56.00	$56.00
P16EL0032	RIVER HAVEN OPERATING CO	13559 OAKTREE COURT	$56.00	$56.00
P16EL0033	RIVER HAVEN OPERATING CO	13571 OAKTREE COURT	$56.00	$56.00
P16EL0034	RIVER HAVEN OPERATING CO	14480 WHITE PINE LN	$56.00	$56.00
P16EL0035	STEPHANS JAMES N-TONI L	14931 HAWTHORNE ST	$106.00	$106.00
P16EL0036	HUBNER AARON M-JULIE	17122 LEGACY DR	$219.00	$219.00
P16EL0037	VIS KEN-GINA KELLY VIS	15151 152ND AVE	$122.00	$122.00

Total Fees For Type: $3,553.00

Total Permits For Type: 37

FENCE

Permit #	Owner	Address	Fee Total	Amount Paid
P16ZL0001	GERENCER THOMAS-LAURIE A	13700 152ND AVE	$25.00	$25.00

Total Fees For Type: $25.00

Total Permits For Type: 1

FOUNDATION ONLY

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0006	ENDERLE CYNTHIA A	11784 LAKESHORE DR	$42.00	$42.00
P16BU0020	SNYDER ERIC-LAURA	17188 LEGACY DR	$211.15	$211.15

Total Fees For Type: $253.15

Total Permits For Type: 2

MECHANICAL

Permit #	Owner	Address	Fee Total	Amount Paid

P16ME0001	JIM TIBBE HOMES LLC	15495 SWEETBRIAR DR	$105.00	$105.00
P16ME0002	NASH TRUST	11479 156TH AVE	$80.00	$80.00
P16ME0003	VAN SCHELVEN MICHAEL K-LI	11836 CHICKORY DR	$155.00	$155.00
P16ME0004	VOSS BRYAN-JENANNE	16575 LAKE MICHIGAN DR	$275.00	$275.00
P16ME0005	STONER DUSTIN-HAYLEY	14702 INDIAN TRAILS DR	$105.00	$105.00
P16ME0006	HYSELL DANIEL J-DIANE M	15737 KITCHEL LN	$120.00	$120.00
P16ME0007	WESTVIEW CAPITAL LLC	14429 MANOR RD	$205.00	$205.00
P16ME0008	IDSINGA SHERRY LINN	15124 DAVID ST	$80.00	$80.00
P16ME0009	SPYKMAN STEVEN J-NANCY A	9936 BEACH RIDGE CT PVT	$80.00	$80.00
P16ME0011	MANNINEN ANDREW S-DANIE	17210 LEGACY DR	$135.00	$135.00
P16ME0010	GRAND HAVEN DEVELOPMEN	15026 COPPER CT	$315.00	$315.00
P16ME0012	KEVELIN PAUL R-RUCHIRA ME	13855 HOFMA DR	$80.00	$80.00
P16ME0013	WARDEN JASON-JENISSA	14917 MERCURY DR	$245.00	$245.00
P16ME0014	HOGEBOOM JAKE J-KELSEY	15064 COPPER CT	$130.00	$130.00
P16ME0015	RIVER HAVEN OPERATING CO	14508 MAPLETREE LN	$80.00	$80.00
P16ME0016	RIVER HAVEN OPERATING CO	14496 MAPLETREE LN	$80.00	$80.00
P16ME0017	RIVER HAVEN OPERATING CO	13226 WINDING CREEK DR	$80.00	$80.00
P16ME0018	RIVER HAVEN OPERATING CO	14499 MAPLETREE LN	$80.00	$80.00
P16ME0019	RIVER HAVEN OPERATING CO	13572 OAKTREE COURT	$80.00	$80.00
P16ME0020	RIVER HAVEN OPERATING CO	13621 OAKTREE COURT	$80.00	$80.00
P16ME0021	DANIELS TANYA LYNN	14809 160TH AVE	$85.00	$85.00
P16ME0022	SLEVA MICHAEL J-ELIZABETH	15410 ROYAL OAK DR	$80.00	$80.00
P16ME0023	GALLOWAY CUSTOM HOMES	13132 COPPERWAY DR	$300.00	$300.00
P16ME0024	RIVER HAVEN OPERATING CO	13519 PINEWOOD DR	$80.00	$80.00
P16ME0025	RIVER HAVEN OPERATING CO	13415 WINDING CREEK DR	$80.00	$80.00
P16ME0026	RIVER HAVEN OPERATING CO	13326 PINEWOOD DR	$80.00	$80.00
P16ME0027	RIVER HAVEN OPERATING CO	14476 WINTERGREEN DR	$80.00	$80.00
P16ME0028	RIVER HAVEN OPERATING CO	13303 WINDING CREEK DR	$80.00	$80.00
P16ME0030	RIVER HAVEN OPERATING CO	14453 WINTERGREEN DR	$80.00	$80.00
P16ME0031	RIVER HAVEN OPERATING CO	13296 WINDING CREEK DR	$80.00	$80.00
P16ME0032	RIVER HAVEN OPERATING CO	13616 OAKTREE COURT	$80.00	$80.00
P16ME0033	CRACO PROPERTIES LLC	17305 TIMBER DUNES DR	$165.00	$165.00
P16ME0034	FRENCH TERRY-RENE	12353 168TH AVE	$80.00	$80.00
P16ME0035	SCHEUERLE SARAH J TRUST	17680 TAMARACK LN	$80.00	$80.00
P16ME0036	EASTBROOK HOMES INC	14082 LANDON LN	$225.00	$225.00
P16ME0037	EASTBROOK HOMES INC	14090 LANDON LN	$225.00	$225.00
P16ME0038	PRELESNIK JERRY L-SHARON	16190 RICH ST	$55.00	$55.00
P16ME0039	AYLSWORTH ROBERT L SR-KEI	17192 FERRIS ST	$85.00	$85.00
P16ME0040	BOSWORTH RUTHANN	15498 HOFMA DR	$80.00	$80.00
P16ME0041	REENDERS KENNETH-SHIRLE'	14031 168TH AVE	$80.00	$80.00
P16ME0042	FRENCH KARL	14337 168TH AVE	$55.00	$55.00
P16ME0043	KRAKER BRADLEY S-DANA S	11422 OAK GROVE RD	$80.00	$80.00
P16ME0044	HARDY DANIEL N-KIMELA K	17259 BUCHANAN ST	$110.00	$110.00

P16ME0045	B CUBED OF MICHIGAN LLC	16916 ROBBINS RD	$60.00	$60.00
P16ME0046	ROONEY DEVELOPMENT GRO	12643 RETREAT DR PVT	$240.00	$240.00
P16ME0047	ROONEY DEVELOPMENT GRO	12612 RETREAT DR PVT	$235.00	$235.00
P16ME0048	DAHLMAN SARAH	15613 GROESBECK ST	$80.00	$80.00
P16ME0049	TOPLIFF JOSHUA	14551 BRIGHAM DR	$245.00	$245.00
P16ME0050	RIVER HAVEN OPERATING CO	13571 OAKTREE COURT	$80.00	$80.00
P16ME0051	RIVER HAVEN OPERATING CO	14480 WHITE PINE LN	$80.00	$80.00
P16ME0052	RIVER HAVEN OPERATING CO	14480 TRILLIUM CIRCLE	$80.00	$80.00
P16ME0053	RIVER HAVEN OPERATING CO	13559 OAKTREE COURT	$80.00	$80.00
P16ME0054	RIVER HAVEN OPERATING CO	13609 OAKTREE COURT	$80.00	$80.00
P16ME0055	RIVER HAVEN OPERATING CO	13779 SUNRISE COVE	$80.00	$80.00
P16ME0056	CHAPEL KARL R-TANYA J	16159 FERRIS ST	$70.00	$70.00
P16ME0057	KLEYMEER DAN-CINDY	17129 LINCOLN ST	$110.00	$110.00
P16ME0058	BESSINGER WALTER L-EVONN	12220 168TH AVE	$170.00	$170.00
P16ME0059	VANSOLKEMA ROBIN-MICHAE	15320 HOFMA DR	$80.00	$80.00

Total Fees For Type: $6,785.00

Total Permits For Type: 58

MECHANICAL COMMERCIAL

Permit #	Owner	Address	Fee Total	Amount Paid
P16ME0029	BARUCH SENIOR MINISTRIES	16224 MERCURY DR	$162.25	$162.25

Total Fees For Type: $162.25

Total Permits For Type: 1

MOBLE HOME SET-UP

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0009	RIVER HAVEN OPERATING CO	13226 WINDING CREEK DR	$125.00	$125.00
P16BU0010	RIVER HAVEN OPERATING CO	14496 MAPLETREE LN	$125.00	$125.00
P16BU0011	RIVER HAVEN OPERATING CO	14508 MAPLETREE LN	$125.00	$125.00
P16BU0012	RIVER HAVEN OPERATING CO	14499 MAPLETREE LN	$125.00	$125.00
P16BU0013	RIVER HAVEN OPERATING CO	13572 OAKTREE COURT	$125.00	$125.00
P16BU0014	RIVER HAVEN OPERATING CO	13621 OAKTREE COURT	$125.00	$125.00
P16BU0030	RIVER HAVEN OPERATING CO	13559 OAKTREE COURT	$125.00	$125.00
P16BU0031	RIVER HAVEN OPERATING CO	13609 OAKTREE COURT	$125.00	$125.00
P16BU0032	RIVER HAVEN OPERATING CO	13779 SUNRISE COVE	$125.00	$125.00
P16BU0033	RIVER HAVEN OPERATING CO	13571 OAKTREE COURT	$125.00	$125.00
P16BU0034	RIVER HAVEN OPERATING CO	14480 WHITE PINE LN	$125.00	$125.00
P16BU0035	RIVER HAVEN OPERATING CO	14480 TRILLIUM CIRCLE	$125.00	$125.00

Total Fees For Type: $1,500.00

Total Permits For Type: 12

PLUMBING

Permit #	Owner	Address	Fee Total	Amount Paid
P16PL0001	BAYOU DEVELOPERS LLC	15221 RACHEL CT PVT	$229.00	$229.00
P16PL0002	BAYOU DEVELOPERS LLC	15229 RACHEL CT PVT	$229.00	$229.00
P16PL0003	B CUBED OF MICHIGAN LLC	16916 ROBBINS RD	$198.00	$198.00
P16PL0004	RIVER HAVEN OPERATING CO	14508 MAPLETREE LN	$55.00	$55.00
P16PL0005	RIVER HAVEN OPERATING CO	14496 MAPLETREE LN	$55.00	$55.00
P16PL0006	RIVER HAVEN OPERATING CO	13226 WINDING CREEK DR	$55.00	$55.00
P16PL0007	RIVER HAVEN OPERATING CO	14499 MAPLETREE LN	$55.00	$55.00
P16PL0008	RIVER HAVEN OPERATING CO	13572 OAKTREE COURT	$55.00	$55.00
P16PL0009	RIVER HAVEN OPERATING CO	13621 OAKTREE COURT	$55.00	$55.00
P16PL0010	CHRISTIAN REFORMED CONF (	12253 LAKESHORE DR	$238.00	$238.00
P16PL0011	COOK KENNETH L-JEAN L	15277 MEADOWWOOD DR	$55.00	$55.00
P16PL0012	BARUCH SENIOR MINISTRIES	16224 MERCURY DR	$170.00	$170.00
P16PL0013	RIVER HAVEN OPERATING CO	13571 OAKTREE COURT	$55.00	$55.00
P16PL0014	RIVER HAVEN OPERATING CO	14480 WHITE PINE LN	$55.00	$55.00
P16PL0015	RIVER HAVEN OPERATING CO	14480 TRILLIUM CIRCLE	$55.00	$55.00
P16PL0016	RIVER HAVEN OPERATING CO	13559 OAKTREE COURT	$55.00	$55.00
P16PL0017	RIVER HAVEN OPERATING CO	13609 OAKTREE COURT	$55.00	$55.00
P16PL0018	RIVER HAVEN OPERATING CO	13779 SUNRISE COVE	$55.00	$55.00

Total Fees For Type: $1,779.00

Total Permits For Type: 18

REPLACEMENT WINDOWS/DOORS

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0017	NASH TRUST	11479 156TH AVE	$183.75	$183.75
P16BU0028	PONCE JASON M	15944 LAKE AVE	$89.25	$89.25

Total Fees For Type: $273.00

Total Permits For Type: 2

RE-ROOFING

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0007	MOLYNEUX BRIAN D-LAURA L	13220 WILLOWVALE DR	$100.00	$100.00
P16BU0023	CRACO PROPERTIES LLC	17305 TIMBER DUNES DR	$150.00	$150.00

P16BU0025	RIVER HAVEN OPERATING CO	13813 SUNSET PLACE	$100.00	$100.00

Total Fees For Type: $350.00

Total Permits For Type: 3

RESIDENTIAL REMODEL

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0019	BOWEN STEPHEN H-NANCY C	14679 PINE ISLAND DR	$300.20	$300.20
P16BU0038	VIS KEN-GINA KELLY VIS	15151 152ND AVE	$204.30	$204.30

Total Fees For Type: $504.50

Total Permits For Type: 2

SHED (200 S.F. OR LESS)

Permit #	Owner	Address	Fee Total	Amount Paid
P15ZL0114	RIVER HAVEN OPERATING CO	13519 PINEWOOD DR	$25.00	$25.00
P15ZL0115	RIVER HAVEN OPERATING CO	13303 WINDING CREEK DR	$25.00	$25.00
P15ZL0116	RIVER HAVEN OPERATING CO	13616 OAKTREE COURT	$25.00	$25.00
P15ZL0117	RIVER HAVEN OPERATING CO	13296 WINDING CREEK DR	$25.00	$25.00
P15ZL0118	RIVER HAVEN OPERATING CO	13415 WINDING CREEK DR	$25.00	$25.00
P15ZL0119	RIVER HAVEN OPERATING CO	13326 PINEWOOD DR	$25.00	$25.00
P15ZL0120	RIVER HAVEN OPERATING CO	14476 WINTERGREEN DR	$25.00	$25.00
P15ZL0121	RIVER HAVEN OPERATING CO	14453 WINTERGREEN DR	$25.00	$25.00

Total Fees For Type: $200.00

Total Permits For Type: 8

SINGLE FAMILY DWELLING

Permit #	Owner	Address	Fee Total	Amount Paid
P16BU0001	HUBNER AARON M-JULIE	17122 LEGACY DR	$2,315.90	$2,315.90
P16BU0022	YETZKE STACEY	16723 PINE DUNES CT	$2,447.15	$2,447.15
P16BU0036	SNYDER ERIC-LAURA	17188 LEGACY DR	$1,696.40	$1,696.40

Total Fees For Type: $6,459.45

Total Permits For Type: 3

SPECIAL LAND USE

Permit #	Owner	Address	Fee Total	Amount Paid

P15SL0006	WALTERS JOSHUA P-KATY B	$1,125.00	$1,125.00

Total Fees For Type: $1,125.00

Total Permits For Type: 1

VEHICLE SALES

Permit #	Owner	Address	Fee Total	Amount Paid
P16VS0001	SALKOWSKI SUSAN	14947 LAKESHORE DR	$0.00	$0.00
P16VS0002	LUTZ TRUST	16369 MERCURY DR	$0.00	$0.00
P16VS0003	LARANJA VIRGINIA	13068 LAKESHORE DR	$0.00	$0.00
P16VS0004	WHITE LYLE E-KATHLEEN M E	14927 MERCURY DR	$0.00	$0.00
P16VS0005	NAGY CHARLES E-REBECCA E	16110 COMSTOCK ST	$0.00	$0.00

Total Fees For Type: $0.00

Total Permits For Type: 5

ZONING BOARD OF APPEALS

Permit #	Owner	Address	Fee Total	Amount Paid
P15ZBA0010	HOPE REFORMED CHURCH	14932 MERCURY DR	$125.00	$125.00

Total Fees For Type: $125.00

Total Permits For Type: 1

Report Summary

Population: All Records

Permit.DateIssued Between 1/1/2016 12:00:00 AM AND 1/31/2016 11:59:59 PM
AND
Permit.Category Not = BURN PERMITS

Grand Total Fees: $30,625.65

Grand Total Permits: 172

January Enforcement Letters By Category

All enforcement letters sent the previous month

Type of Enforcement Letter	Number Mailed
ACC BLDG/SHED 2ND NOTICE	1
ACC BLDGSHED WARNING	2
BOAT IN FRONT YARD 1ST LETTER	1
FENCE LETTER	1
LITTER 2ND NOTICE	3
LITTER WARNING LETTER	15
RV IN FRONT YARD LETTER	2
TRASH CAN WARNING LETTER	1
VEHICLE IN ROW LETTER	1
Total Letters Sent:	**27**

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Letter.LinkFromType = Enforcement AND
Letter.DateTimeCreated Between 01/01/2016 AND 0
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January Open Enforcements By Category
Monthly Report

ACCESSORY BUILDING/SHED

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0009	15722 RONNY RD	CLOSED	01/20/16	02/01/16	ZONING PERMIT ISSUED
E16CE0012	15314 164TH AVE	1ST WARNING VIOLATION LETTER	01/21/16		

Total Entries: 2

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0020	15965 CEDAR AVE	1ST WARNING VIOLATION LETTER	01/27/16		

Total Entries: 1

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0002	15141 LAKE AVE	CLOSED	01/04/16	01/19/16	
E16CE0004	14659 AMMERAAL AVE	CLOSED	01/04/16	01/26/16	
E16CE0005	15653 CHARLES CT	1ST WARNING VIOLATION LETTER	01/06/16		
E16CE0006	15385 PINE ST	CLOSED	01/06/16	01/19/16	
E16CE0015	17413 REENDERS CT	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0018	14766 AMMERAAL AVE	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0019	14745 AMMERAAL AVE	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0021	15979 CEDAR AVE	1ST WARNING VIOLATION LETTER	01/27/16		

Total Entries: 8

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0010	14673 AMMERAAL AVE	1ST WARNING VIOLATION LETTER	01/21/16		
E16CE0011	13146 LAKESHORE DR	CLOSED	01/21/16	01/26/16	
E16CE0014	15180 155TH AVE	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0017	12733 144TH AVE	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0022	15907 MERCURY DR	1ST WARNING VIOLATION LETTER	01/27/16		
E16CE0023	15823 MERCURY DR 15825	1ST WARNING VIOLATION LETTER	01/27/16		

Total Entries: 6

January Open Enforcements By Category
Monthly Report

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0003	15668 CHARLES CT	CLOSED	01/04/16	01/14/16	
E16CE0016	16075 ROBRICK AVE	1ST WARNING VIOLATION LETTER	01/26/16		
E16CE0024	15020 177TH AVE	COMPLAINT LOGGED	01/28/16		

Total Entries: 3

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0008		CLOSED	01/19/16	01/21/16	

Total Entries: 1

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0013	15077 FAIRMOUNT CT	1ST WARNING VIOLATION LETTER	01/21/16		

Total Entries: 1

VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0007	12100 US-31	CLOSED	01/07/16	01/19/16	

Total Entries: 1

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0025	16935 MAPLERIDGE DR	COMPLAINT LOGGED	01/28/16		

Total Entries: 1

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Enforcement.DateFiled  Between  1/1/2016 12:00:00 AM
AND 1/31/2016 11:59:59 PM AND
Enforcement.CodeOfficer  =  KEVIN FRENCH
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Total Records: 24

Total Pages: 2

Report Created: 02/02/16

January Closed Enforcements By Category
Monthly Report

ACCESSORY BUILDING/SHED

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0558	15957 ROBBINS RD	CLOSED	12/28/15	01/27/16	

Total Entries: 1

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0310	17008 HAYES ST	RESOLVED	08/04/15	01/11/16	
E15CE0561	17901 OAK HILL CT	CLOSED	12/28/15	01/11/16	
E15CE0563	14065 152ND AVE	CLOSED	12/30/15	01/19/16	
E15CE0564	15156 STEVES DR	CLOSED	12/30/15	01/14/16	
E16CE0002	15141 LAKE AVE	CLOSED	01/04/16	01/19/16	
E16CE0004	14659 AMMERAAL AVE	CLOSED	01/04/16	01/26/16	
E16CE0006	15385 PINE ST	CLOSED	01/06/16	01/19/16	

Total Entries: 7

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0011	13146 LAKESHORE DR	CLOSED	01/21/16	01/26/16	

Total Entries: 1

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0542	15529 THORNAPPLE DR	CLOSED	12/10/15	01/06/16	
E15CE0552	13839 152ND AVE	CLOSED	12/21/15	01/06/16	
E15CE0554	15595 CLOVERNOOK DR	CLOSED	12/22/15	01/04/16	
E16CE0003	15668 CHARLES CT	CLOSED	01/04/16	01/14/16	

Total Entries: 4

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0008		CLOSED	01/19/16	01/21/16	

Total Entries: 1

January Closed Enforcements By Category
Monthly Report

TRASH RECEPTACLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0533	15211 CHANNEL RD	CLOSED	12/03/15	01/06/16	01/06/2016 CLOSED

Total Entries: 1

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0560	11985 GARNSEY AVE	CLOSED	12/28/15	01/07/16	

Total Entries: 1

VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E15CE0557	15061 GROESBECK ST	CLOSED	12/23/15	01/04/16	
E16CE0007	12100 US-31	CLOSED	01/07/16	01/19/16	

Total Entries: 2

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Enforcement.DateClosed  Between  1/1/2016 12:00:00 AM
AND 1/31/2016 11:59:59 PM AND
Enforcement.CodeOfficer  =  KEVIN FRENCH
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Total Records: 18

Total Pages: 2

Report Created: 02/02/16

PUBLIC SERVICES DEPARTMENT
END OF THE MONTH REPORT
2016

	WATER											WASTEWATER			
MONTH	WORK ORDERS	METER INSTALLS 3/4"	METER INSTALLS 1"	REPLACED METERS	NEW TAPS 3/4"	NEW TAPS 1"	MAIN INSTALLED IN FEET	MILLION GALLONS OF NOWS WATER	MILLION GALLONS OF G.R. WATER	G.R. SUPPLIMENTAL WATER	WORK ORDERS	NEW TAPS	MAIN INSTALLED IN FEET	MILLION GALLONS OF WASTE PUMPED
JANUARY	70	4	2	1	1	0	0	29.93	0.95	0.00	4	2	0	7.69
FEBRUARY														
MARCH														
APRIL														
MAY														
JUNE														
JULY														
AUGUST														
SEPTEMBER														
OCTOBER														
NOVEMBER														
DECEMBER														
TOTAL YTD	70	4	2	1	1	0	0	29.93	0.95	0.00	4	2	0	7.69
		6			1				0.95					
TOTALS					5122			30.88				724		

NOTES:

NOTES: