

**CONTRACT DOCUMENTS
FOR
HILLSDALE COMMUNITY SCHOOLS
2023 BUS GARAGE SITE REPAIR AND
IMPROVEMENTS PROJECT**

April 2023

MT Engineering, LLC
PO Box 232
Hillsdale, MI 49242
517-437-4283

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents	TC-1
Advertisement	AD-1 to AD-3
Instructions to Bidders	IB-1 to IB-4
Proposal	P-1 to P-4
Subcontractor Form	SF-1
Legal Status of Bidder	LS-1
Agreement.....	A-1 to A-3
Bond Forms	B-1 to B-3
General Conditions	GC-1 to GC-23
General Requirements	GR-1 to GR-2
Special Provisions	Enclosed
Drawings	Enclosed

Sheet numbers and titles are as follows:

Sheet C1 Site Plan

ADVERTISEMENT FOR PROPOSALS

PROJECT: 2023 BUS GARAGE SITE REPAIR AND IMPROVEMENTS PRJOJECT

OWNER: HILLSDALE COMMUNITY SCHOOLS (HCS)

ENGINEER: MT Engineering, LLC Ph: 517 437-9438
PO Box 232 Engineer: Matt Taylor, P.E.
Hillsdale, MI 49242

SEALED BID DUE DATE: Thursday May 11, 2023 Location: HCS Admin Office
2:30 p.m., local time 30 S. Norwood Ave
Hillsdale, MI 49242

PUBLIC OPENING DATE: Thursday May 11, 2023 Location: HCS Admin Office
2:35 p.m., local time 30 S. Norwood Ave
Hillsdale, MI 49242

BASIS OF PROPOSALS: Bids are solicited on a lump sum price basis.

BASE BID PROJECT DESCRIPTION:

Regrading and drainage improvements to the existing Bus Garage parking lot, including engineered fill of existing paved drainage swail, furnishing and installation of storm sewer piping and precast structures, limited site concrete flatwork and asphalt paving.

BID SECURITY: Each Proposal shall be accompanied by a cashier's check, certified check, money order or bid bond, payable to the OWNER, in an amount not less than five percent (5%) of the amount of the Proposal, as a Bid Security. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the OWNER. All others will be returned within 2 working days after the Proposal opening.

CONTRACT SECURITY: The successful Bidder will be required to furnish satisfactory Performance Bond, Labor and Material Bond in the amount of One Hundred Percent (100%) of the Contract and satisfactory insurance coverage.

DOCUMENTS ON FILE: Builders Exchange of Lansing
1240 East Saginaw Street
Lansing, Michigan 48906
517 372-8930
www.bxlansing.com

Builders Exchange of Kalamazoo
3431 E. Kilgore Rd
Kalamazoo, MI 49001-5513
269 349-2507
www.buildersexchange.com

Builders Exchange of Grand Rapids
4461 Cascade Rd. SE
Grand Rapids, MI 49546
616 949-8650
www.grbx.com

MT Engineering, LLC
PO Box 232, 149 Lewis Street
Hillsdale, MI 49242
517 437-4283

- DOCUMENT FEE:** Documents shall be available for pick-up beginning the afternoon of April 26, 2023 and shall also be forwarded to the above-listed advertising agencies on the same date. Documents will not be available at the HCS offices. Prospective bidders shall contact MT Engineering, LLC (MTE) at (517) 437-9438 to make arrangements for document pick-up. Hard Copies of documents will be available for a non-refundable payment of Forty Five Dollars (\$45.00). Electronic copies can be provided at no cost.
- PRE-BID CONFERENCE:** A pre-bid conference will be conducted by the ENGINEER at 10:00 AM on May 3, 2023. On site conference will begin at 114 Fayette St, Hillsdale at the entrance to the South Maintenance Buildig. All prospective bidders intending on submitting proposals are shall to be in attendance or make other arrangements with the ENGINEER prior to end of business day May 3, 2023.
- PROPOSAL WITHDRAWAL:** Withdrawal of any Proposal is prohibited for a period of 30 days after the actual date of the opening thereof.
- OWNER'S RIGHTS:** The OWNER reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any irregularities in any Proposal, in the interest of the OWNER.
- NON-DISCRIMINATION:** The Hillsdale Community School System, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit

bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of a bid award.

Bidders shall not discriminate against any employees or firm due to origin, race, age or physical conditions. CONTRACTOR shall be an equal opportunity employer.

HILLSDALE COMMUNITY SCHOOLS

Owner

Mr. Shawn Vondra

By

Superintendent

Title

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the plans and technical plan specifications and must be completed fully in accordance with the Contract Documents.

HCS shall make available to all prospective Bidders, prior to receipt of the Bids, access to the areas in which the work is to be performed. Summer recess begins at the end of the day on June 5, 2023. However, areas adjacent to the scope of work will remain in limited use during recess until commencement of construction, at which time site areas under the direct influence of construction will be closed and improvements will be made. Areas within the building will remain in use by administration staff. Contractor shall coordinate with staff to minimize disruption to their activities.

Any proposal which does not conform fully with these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal" forms and "Bid Forms" provided with each blank properly filled in. Sealed proposals will be received by the Owner at the HCS administrative office located at 30 S. Norwood Ave Hillsdale, MI 49242, at the time stipulated in the Advertisement. If electronic copies of documents are provided, bidder shall print hard copies, bind together the complete set of documents, complete "Proposal" forms and "Bid Forms" and submit. The Proposals shall be publicly opened and read aloud at the time and place set forth in the Advertisement. Each Proposal must be enclosed in a sealed envelope, endorsed across one end, as follows:

Proposal for Hillsdale Community Schools
2023 Bus Garage Site Repair and Improvements Project

In case of a difference between the stipulated amounts in the Proposal written in words and the stipulated amounts written in figures, the stipulated amounts written in words shall govern in the Proposal.

Oral proposals or modifications will not be considered. Conditional proposals or conditions attached to proposals shall have no force or effect.

Before submitting the Bid, each Bidder should 1) examine the Contract Documents thoroughly, 2) coordinate with engineer to visit the site to familiarize themselves with local conditions that may in any manner affect performance of the work, 3) familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the work, and 4) carefully correlate their observations with the requirements of the Contract Documents.

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than three (3) calendar days prior to the date of Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article and the Contract Documents.

Addenda

Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

Contract Award

HCS reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the Hillsdale Community Schools believes to be in its best interest.

In evaluating the Bids, the HCS shall consider the qualifications and experience of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. Bidders shall provide information required by HCS, so HCS can ascertain the Bidder's qualifications and experience. Related qualifications and experience of subcontractors and other persons and organizations proposed for portions of the work shall be considered by HCS when evaluating the Bids. HCS may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and the other persons and organizations to do the work in accordance with the Contract Documents to HCS's satisfaction within the prescribed time. HCS reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of HCS.

If a Contract is to be awarded, it may be awarded to the lowest responsible responsive Bidder as determined by HCS. However, HCS reserves the right to by-pass the low bidder and award a contract in the best interest of HCS.

If the Contract is to be awarded, HCS will give the apparent successful Bidder a Notice of Award.

Work Required

It is the intent of the Contract Documents to provide that the Product to be supplied under this Proposal shall be complete and ready for use in every respect. Any minor items not specifically called for in the Plans or Specifications, but which are clearly necessary, are to be included at no increase in the Contract Price.

The Proposal shall include a sum to cover the cost of all items of work to be performed such that the Product to be supplied under this Proposal shall be complete and ready for use in every respect.

Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is ten (10%) or more of the bid sum. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

The Bidder to whom an Award is made will not be entitled to additional compensation or extension of time by reason of their failure to fully understand all sub-proposals or quotations. The Bidder is responsible for all coordination between subcontractors and suppliers during the bidding and construction so that a complete project is furnished for the Contract Price and within the Contract Time. With the exception of equipment to be salvaged and relocated by the Contractor, this completed project includes the furnishing of all equipment, accessories, and appurtenances necessary for the proper installation, operation and maintenance of the Project.

Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of five percent (5%) of the total of the bid price payable to the Hillsdale Community Schools. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the Hillsdale Community Schools (HCS). All others will be returned within 2 working days after the Proposal opening. The Bid Security of the successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, of receipt of the Notice of Award, HCS may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

Withdrawal of Bids

Any Bidder may withdraw his Proposal, either personally or by telegraph or written request, at any time prior to the scheduled time for Opening of Proposals. After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

The number of days for the Delivery of Work (the Contract Time) is set forth in the Bid Forms and will be included in the executed Agreement. Proposed contract time shall remain the same regardless of Alternate selection by Owner.

Permits & Codes

The successful Bidder shall comply with all required State and local construction permits and shall comply with all local building codes and inspection requirements. This project is of a maintenance nature and therefore no state permitting is anticipated.

Insurance & Bonds

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

The successful Bidder shall provide an original conformed Performance Bond, Labor and Material Bond attached to each set of executed Contract Documents with a surety acceptable to the HCS.

The Performance Bond shall be in the amount of One Hundred Percent (100%) of the Contract Price to insure the completion of the entire Project according to the Contract Documents.

The Labor Bond shall be in the amount of One Hundred Percent (100%) of the Contract Price for the protection of HCS and to secure payments of all labor, materials and subcontractors according to the statute of the state at that time in effect.

Safety and Health

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as promulgated by the Department of Labor and/or applicable State and local safety and health regulations.

Nondiscrimination

Hillsdale Community Schools (HCS) in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of a bid award.

The successful Bidder must be prepared to comply in all respects with the Labor Standards contract provision regarding nondiscrimination. Contracts for work under this Proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning Bidders and subcontractor's employment practices and policies in order to maintain their eligibility to receive the Award of Contract.

Soil Erosion and Sedimentation

NA (Less than 1 acre disturbance)

**PROPOSAL
FOR THE HILLSDALE COMMUNITY SCHOOLS
2023 BUS GARAGE SITE REPAIR & IMPROVEMENTS
PROJECT**

For the Hillsdale Community Schools, Hillsdale, Michigan

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Technical Specifications, all Addenda, and the Plans, as prepared by the Engineer, and fully understands them. The Bidder declares that it attended the pre-bid conference, conducted a full investigation at the site, and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one. The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No./Dated	Date of Receipt	Signature
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Award of Contract: The Contract may be awarded to the lowest responsive, responsible Bidder based on a Lump Sum basis.

Base Proposal Price: The Bidder agrees to complete the Project for the following bid total sum:

Total Base Bid Price:

_____ Dollars (\$ _____)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

The undersigned as Bidder declares that he/she has familiarized himself/herself with the site and the conditions under which all work must be performed. The undersigned further agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage. The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed and he has received a Notice to Proceed and he shall substantially complete the work prior to August 12, 2023 and shall complete all project work prior to August 19, 2023.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the OWNER, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The Bidder attaches a certified check or Bid Bond, as required in the Advertisement and Information to Bidders, in the amount of five percent (5%) of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and Insurance Certificates within ten (10) days after being notified of the acceptance of the Bid. If this Bid is accepted by the OWNER and the Bidder fails to contract and furnish the required Bonds and Insurance Certificates within ten (10) days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the OWNER.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the OWNER believes to be in its best interest.

Bid Certification: I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign for the bidder.

SIGNED THIS _____ DAY OF _____, 2023.

Bidder's Name

Official Address

Authorized Signature of Bidder

Telephone Number

Printed Name of Signer Above

Email Address

Fax Number

SUBCONTRACTOR FORM

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for, or on behalf of, the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents, the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor (Name and Address)

Work

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for Bid, the Bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

***A corporation** organized and doing business under the laws of the State of _____,
for whom _____, bearing the office title of _____,
whose signature and address is affixed to this proposal, is
authorized to execute contracts.

***A partnership**, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

***An individual**, whose signature with address, is affixed to this proposal: _____
(initial here)

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2023, by and between the HILLSDALE COMMUNITY SCHOOLS, hereinafter called the OWNER, and

hereinafter called the CONTRACTOR.

WITNESSETH, that whereas the OWNER intends to construct

**HILLSDALE COMMUNITY SCHOOLS
2023 BUS GARAGE SITE REPAIR & IMPROVEMENTS
PROJECT**

hereinafter called the Project, in accordance with the Plans, Specifications and other Contract Documents prepared by MT Engineering, LLC, of Hillsdale, Michigan, hereinafter called the ENGINEER.

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

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

A. Contract Time: Work under this Agreement shall be commenced upon receipt of Notice to Proceed, and the entire work shall be completed prior to August 19, 2023.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use within the number of calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore.

B. Subcontractors: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract shall not be construed as creating any contractual relation between any Subcontractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR AGREES to accept, in full payment for the performance of this Contract, an amount to be determined by the Lump Sums set forth in the attached Proposal. This amount is estimated to be:

_____ Dollars (\$ _____)
in accordance with the provisions of the Contract Documents.

A. Progress Payments will be made in accordance with the General Conditions.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Modifications
- C. Addenda to Contract Documents
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. General Conditions
- G. Supplemental Specifications
- H. Technical Specifications
- I. Drawings

IV. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

Contractor

By

Title

BUSINESS ADDRESS

Telephone

ATTEST

HILLSDALE COMMUNITY SCHOOLS
Owner

By

Title

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the Hillsdale Community Schools (referred to as "OWNER"), in the amount of \$ _____ Dollars (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Agreement with the OWNER, dated _____, 2009, for construction of the
HILLSDALE COMMUNITY SCHOOLS
2023 BUS GARAGE SITE REPAIR & IMPROVEMENTS PROJECT

In accordance with Plans and Specifications prepared by MT ENGINEERING, LLC, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract. This bond is given for that Agreement in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended.

- (3) Whenever the Principal is declared by the OWNER to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) Complete the Contract in accordance with its terms and conditions; or
 - (b) Obtain a bid or bids for submission to the OWNER for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such Bidder and the OWNER, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the OWNER if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2023.

(Name of Surety Company)

(Name of Principal)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title of Office)

Its _____
(Title of Office)

Bond No. _____
Approved as to form:

Name and address of agent:

Title:

LABOR AND MATERIAL BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the Hillsdale Community Schools (referred to as "OWNER"), for \$ _____ Dollars (\$ _____), the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered into a written Agreement with the OWNER, dated _____, 2023, for:

HILLSDALE COMMUNITY SCHOOLS
2023 BUS GARAGE SITE REPAIR & IMPROVEMENTS PROJECT

In accordance with Plans and Specifications prepared by MT ENGINEERING, LLC, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

- (3) NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:
- i. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
 - ii. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
 - iii. No suit or action shall be commenced hereunder by any claimant:
 1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within in ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by public offer.

2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof; such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law county or other political subdivision of the State in which the Project, or any part thereof, is situated; or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- iv. The amount of this bond shall be reduced by and to the extent of any payments or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this _____ day of _____, 2023.

(Name of Surety Company)

(Name of Principal)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title of Office)

Its _____
(Title of Office)

Bond No. _____

Name and address of agent:

Approved as to form:

By: _____
Title: _____

GENERAL CONDITIONS

Table of Contents

Art. No.	<u>Title</u>	<u>Page</u>	Art No.	<u>Title</u>	<u>Page</u>
1	Definitions of Words & Phrases.....	GC-1	10	Changes in the Work	GC-14
2	Preliminary Issues	GC-3	11	Change of Contract Price	GC-14
3	Correlation, Interpretation & Intent of Contract Documents	GC-4	12	Change of Contract Time	GC-16
4	Availability of Lands; Physical Conditions; Reference Points	GC-4	13	Warranty and Guarantee; Test and Inspections; Correction, Removal or Acceptance of Defective Work	GC-17
5	Insurance and Bonds	GC-5			
6	Contractor's Responsibilities	GC-7	14	Payments and Completion	GC-18
7	Work By Others	GC-12	15	Suspension of Work and Termination	GC-22
8	Owner's Responsibilities	GC-12	16	Office Space	GC-23
9	Status of Engineer During Construction	GC-12	17	Miscellaneous	GC-23

ARTICLE 1 – DEFINITIONS OF WORDS & PHRASES

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by ENGINEER which is to be used by CONTRACTOR In requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the Bonds, the Notice of Award, these General Conditions, the supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings (Plans): The drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm, or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by ENGINEER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by ENGINEER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, OWNER will execute and deliver the Agreement to him/her.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his/her obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

OWNER's Representative: The authorized representative of OWNER who is assigned to the project site or any part thereof.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

ARTICLE 2 - PRELIMINARY ISSUES

Execution of Agreement

2.1. At least three (3) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten (10) days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

Delivery of Bonds

2.2. When he/she delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he/she may be required to furnish in accordance with Paragraph 5.1.

Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

Contractor's Pre-Start Representations

2.4. CONTRACTOR represents that he/she has familiarized himself/herself with, and assumes full responsibility for having familiarized himself/herself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he/she has correlated his/her study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he/she has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as he/she deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he/she has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time, Notice to Proceed

2.5. The Contract Time will commence to run on the fourteenth (14th) day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the thirtieth (30th) day after the day of Bid Opening or the fourteenth (14th) day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within fourteen (14) days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

Stating the Project

2.6. CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He/she shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he/she may discover; however, he/she shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the drawings or Specifications.

2.8. Within ten (10) days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER and ENGINEER Certificates of Insurance as required by Article 5. Within fourteen (14) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a pre-construction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, CONTRACTOR, and his Superintendent. Utility company representatives may also be invited.

ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. It is the intent of the Specifications and drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he/she shall call it to ENGINEER's attention in writing at once and before proceeding with the work affected thereby; however, he/she shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitled him to an extension of the Contract Time, he/she may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Surveys and Reports

4.2. Reference is made to the CONTRACTOR to review OWNER records and Contract Documents for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparation of the drawings and Specifications.

Unforeseen Physical Conditions

4.3. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Reference Points

4.4. OWNER or ENGINEER shall provide assistance in establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He/she shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

4.5. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his/her work and the existing structures and shall report at once to the ENGINEER any interferences or discrepancies discovered.

4.6. The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his/her operations or the operations of his/her Subcontractor(s).

ARTICLE 5 - INSURANCE AND BONDS

Performance, Payment and Other Bonds

5.1. CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his/her obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

Insurance Required of the CONTRACTOR

5.3. Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him/her, the OWNER(s), OWNER's Representative and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

5.3.1. Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoreman or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

5.3.2. A comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) Contractor's Protective Coverage for Independent contractors and subcontractors employed by him;
- (d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
- (e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) products and completed operations coverage - this coverage shall extend through the Contract Guarantee period.

5.3.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired 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 strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

5.3.4. The CONTRACTOR will purchase for the OWNER and OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

5.3.5. The CONTRACTOR shall not be required to purchase any Builder's Risk-Installation Floater as part of this contract.

5.3.6. Umbrella or Excess Liability: The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4, which follows. The CONTRACTOR is granted the option of arranging coverage under

a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his/her automobile liability insurance.

5.3.7. Railroad Protective Liability: Not Applicable.

Limits of Liability

5.4. The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

5.4.1. Worker's Compensation:		
	Coverage A - Compensation	Statutory
	Coverage B - Employer's Liability	\$500,000
5.4.2. Comprehensive General Liability:	Bodily Injury - Each Occurrence	\$1,000,000
	Bodily Injury - Aggregate (completed operations)	\$2,000,000
	Property Damage - Each Occurrence	\$1,000,000
	Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000
5.4.3. Comprehensive Automobile Liability:	Bodily Injury	\$1,000,000
	Property Damage or Combined Single Limit	\$ 250,000 \$1,000,000
5.4.4. OWNER's Protective:	Bodily Injury - Each Occurrence	\$1,500,000
	Property Damage - Each Occurrence	\$ 500,000
	Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000
5.4.5. Umbrella or Excess Liability:		\$1,000,000

Insurance - Other Requirements

5.5. The following conditions shall also be required in regard to insurance coverage.

5.5.1 Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least thirty (30) days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the ENGINEER.

5.5.2. Evidence of Coverage: Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on a OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

- (a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and
- (b) they have written approval of the OWNER and the ENGINEER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

5.5.3. Evidence of Insurance Required for the CONTRACTOR:

- (a) Worker's Compensation and Employer's Liability Comprehensive General Liability, including:
 - (i) all premises and operations;
 - (ii) explosion, collapse, and underground damage;
 - (iii) CONTRACTOR's Protective;
 - (iv) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
 - (v) Personal Injury Liability;
 - (vi) products and completed operations;
- (b) Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- (c) Umbrella or Excess Liability.

5.5.4. Evidence of Insurance Required for the OWNER:

- (a) OWNER's Protective Liability which names as insured(s) the OWNER, OWNER's Representative, the ENGINEER(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:

- (a) Builder's Risk-Installation: Not Required.

5.5.6. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's Service Rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

Additional Bonds and Insurance

5.6. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

6.1. CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he/she shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He/she shall at all times maintain good discipline and order at the site.

6.4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.5. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Substitute Materials or Equipment

6.7. Whenever a material, article, or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to

that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutions are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

Concerning Subcontractors

6.8. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective work or work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he/she has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER or ENGINEER and any Subcontractor or Sub-subcontractor.

6.9. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractor(s) and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he/she is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

6.10. The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

6.11. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12. All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

Patent Fees and Royalties

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits

6.14. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid.

OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

Laws and Regulations

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or drawings are at variance therewith, he/she shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he/she shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

Taxes

6.16. CONTRACTOR shall pay all sales, consumer use, and other Federal, State and local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

Use of Premises

6.17. CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he/she subject any part of the work to stresses or pressures that will endanger it.

Record Drawings

6.19. CONTRACTOR shall keep one record copy of all Specifications, drawings, Addenda, Modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record drawings may be included in the Contract Documents.)

Safety and Protection

6.20. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/she shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss, to:

- (a) all employees on the work and other persons who may be affected thereby;
- (b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He/she shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He/she shall notify owners of adjacent utilities when prosecution of the work may affect them. all damaged, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by an any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.22. Neither OWNER nor ENGINEER shall be responsible for safety on the job. It is the CONTRACTOR's sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA).

Emergencies

6.23. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without specific instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He/she shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he/she may make a claim therefor as provided in Articles 11 and 12.

Shop Drawings and Samples

6.24. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions (see Paragraph 2.8) three (3) copies (or at ENGINEER's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like, to enable ENGINEER to review the information as required. Submittals shall be numbered sequentially and dated.

6.25. CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

6.26. The time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawing or sample may have from the requirements of the Contract Documents.

6.27. ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of correct copies of shop drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he/she assumes full responsibility for doing so, and that he/she has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

6.28. Where a shop drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.29. ENGINEER's approval of shop drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

(Note: Further provisions in respect to shop drawings and samples may be included in the General Requirements (Division 1).)

Cleaning

6.30. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he/she shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents (Note: Further provisions in respect of cleaning may be included in the Contract Documents.)

Indemnification

6.31. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or

resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) 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; and
- (b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.32. In any and all claims against OWNER or ENGINEER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 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 Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

6.33. The obligations of CONTRACTOR under Paragraph 6.31 shall not extend to the liability of ENGINEER, his agents or directors, officers, and employees arising out of:

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by himself, or he/she may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he/she is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

7.2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3. CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he/she may make a claim therefore as provided in Articles 11 and 12.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against who CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making

available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the drawings and Specifications.

8.5. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.

8.6. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.

8.7. OWNER's responsibility in respect of certain inspection, tests, and approvals is set forth in Paragraph 13.2.

8.8. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - STATUS OF ENGINEER DURING CONSTRUCTION

OWNER's Representative

9.1. 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 Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site

9.2. ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He/she will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he/she will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of contractors.

Clarifications and Interpretations

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as he/she may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he/she may make a claim therefor as provided in Article 11.

Rejecting Defective Work

9.4. ENGINEER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He/she will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

Shop Drawings, Change Orders, and Payments

9.5. In connection with ENGINEER's responsibility for shop drawings and samples, see Paragraphs 6.3 through 6.28 inclusive.

9.6. In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11 and 12.

9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., See Article 14.

Resident Project Representatives

9.8. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide one or more full-time resident project representatives to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

Decisions on Disagreements

9.9. ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he/she will exercise his best efforts to insure faithful performance by both OWNER AND CONTRACTOR. He/she will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision, which he/she will render in writing within a reasonable time.

Limitations on ENGINEER's Responsibilities

9.10. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he/she will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he/she may make a claim therefore as provided in Article 11.

10.3. Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraphs 10.2 and 13.7.

10.4. OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5. It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within five (5) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. Any claims, not delivered to OWNER or ENGINEER within forty-five days or within any additional period allowed by ENGINEER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount

involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- (b) by mutual acceptance of a lump sum;
- (c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.)

Cost of the Work

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classification agreed upon by OWNER and CONTRACTOR: 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, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' 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 all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5. Supplemental costs including the following:

- (a) The proportion of necessary transportation, traveling 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 workmen, 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) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;
- (d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;
- (e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he/she shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

- (f) The cost of utilities, fuel and sanitary facilities at the site;
- (g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work;
- (h) Cost of premiums for bonds and insurance which OWNER is required to pay.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h)).

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

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

11.5.7. Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforeseen condition at the work site.

CONTRACTOR's Fee

11.6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee. If no mutually acceptable fixed fee can be agreed upon, then,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) for costs incurred under Paragraphs 11.4.1 and 11.4.2; the CONTRACTOR's Fee shall be ten percent (10%);
- (b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent (10%); and
- (c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances

11.9. 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 done by such materialman, suppliers, or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he/she deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he/she makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

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

Warranty and Guarantee

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

Tests and Inspections

13.2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4. Neither observations by ENGINEER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

Access to Work

13.5. ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

Uncovering Work

13.6. If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7. If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considered it necessary or advisable that covered work be inspected or tested by others,

CONTRACTOR at ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he/she makes a claim therefore as provided in Articles 11 and 12.

OWNER May Stop the Work

13.8. If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, 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 or any other party.

Correction or Removal of Defective Work

13.9. If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

One-Year Correction Period

13.10. If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

13.11. If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment, also ENGINEER) prefers to accept it, he/she may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

Neglected Work by CONTRACTOR

13.12. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven (7) days written notice to CONTRACTOR may, without prejudice to any other remedy he/she may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 - PAYMENTS AND COMPLETION

Schedules

14.1. At least ten (10) days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of shop drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall

be incorporated into the form of Application for Payment furnished by ENGINEER.

Application for Progress Payment

14.2. At least ten (10) days before each progress payment falls due (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 data and schedules as ENGINEER may reasonable require. If payment is requested on the basis of material 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 such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

- (a) Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.
- (b) After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.
- (c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.
- (d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.
- (e) At any time after ninety-four percent (94%) of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

14.2.1. If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of a facilities similar to that which is the subject of the Contract, as follows:

- (a) in an agreement reached within ten (10) days after a dispute arises;
- (b) if an agreement cannot be reached within ten (10) days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

14.2.2. The OWNER may request dispute resolution by the agent regarding the following:

- (a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.
- (b) at any time after ninety-four percent (94%) of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining six percent (6%) of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

14.2.3. This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

14.2.4. The agent may request and shall receive all pertinent information from the parties and shall provide an

opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within fourteen (14) days after the meeting.

14.2.5. The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

14.2.6. If the dispute resolution results in a decision:

- (a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;
- (b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent contractor to complete the remaining six percent (6%) of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent contractor under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:
 - (i) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;
 - (ii) retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);
 - (iii) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

14.2.7. If the OWNER contracts with a subsequent contractor as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting the subsequent contractor. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

CONTRACTOR's Warranty of Title

14.3. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter referred to in these General Conditions as "Liens").

Approval of Payments

14.4. ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicated in writing his approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER as provided under 14.4.1.

14.4.1. Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

14.4.2. Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

14.5. ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he/she made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he/she has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he/she has made any examination to ascertain

how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

14.6. ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He/she may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;
- (c) The Contract Price has been reduced because of Modifications;
- (d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or
- (e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

Substantial Completion

14.8. Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he/she will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Project substantially complete, he/she will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven (7) days after receipt of the tentative certificate during which he/she may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he/she will within fourteen (14) days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he/she will within said fourteen (14) days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he/she believes justified after consideration of any objections from OWNER.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

14.10. Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he/she believes he/she may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he/she will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that Part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he/she will notify OWNER and CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Project to be substantially complete, he/she will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Final Inspection

14.11. Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents --- all as required by the Contract Documents --- he/she may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

Approval of Final Payment

14.13. If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment --- all as required by the Contract Documents --- ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he/she will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he/she will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. OWNER shall within ten (10) days of presentation to him of an approved final Application for Payment pay CONTRACTOR the amount approved by ENGINEER.

14.14. If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall upon certification by ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the same terms and conditions governing final payment except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation

14.15. CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

Waiver of Claims

14.16. The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and
- (b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in

the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he/she makes a claim therefore as provided in Articles 11 and 12.

OWNER May Terminate

15.2. If CONTRACTOR is adjudged bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he/she disregards the authority of ENGINEER, or if he/she otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he/she may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

CONTRACTOR May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than sixty (60) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty (30) days of its approval and presentation, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER and ENGINEER stop the work until he/she has been paid all amounts then due.

ARTICLE 16 - OFFICE SPACE

16.1. If required by OWNER, the CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be the responsibility of the CONTRACTOR. At the office headquarters shall be kept a complete set of the Contract Documents and shop drawings.

16.2. If required by OWNER, the CONTRACTOR shall arrange office space for the ENGINEER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building. The CONTRACTOR shall provide adequate heating and lighting, telephone, and fax service within the ENGINEER's office.

ARTICLE 17 - MISCELLANEOUS

Giving Notice

17.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered to, or sent by registered or certified mail, postage prepaid to, the last business address known to him who gives the notice.

Computation of Time

17.2. When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

General

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. All Specifications, drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

17.6. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he/she is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7. The Contract Documents shall be governed by the law of the place of the Project.

END OF GENERAL CONDITIONS

1.00 GENERAL**1.01 DESCRIPTION OF WORK**

Improvements of the Hillsdale Com Schools Bus Garage site, including but not necessarily limited to pavement sawcutting, removal and disposal; engineered fill as part of grading modifications; storm sewer work, site concrete and hot mix asphalt paving.

- A. The Contractor shall provide a work schedule to the Owner and Engineer prior to commencing construction. The purpose of the schedule is to assist the Owner in notifying the staff and public of inconveniences, to anticipate cash flow on the job, and to determine if the Contractor is reasonably proceeding with the work to assure completion within the specified time.

1.02 CONSTRUCTION SEQUENCE

- A. Prior to commencing the work, the Contractor shall provide the Engineer a schedule of the proposed work as identifying the major milestone completion dates of the project between commencement and completion.

1.03 CONSTRUCTION PERMITS

The Contractor will be required to follow the requirements established by all state and local permits necessary for the construction of this project.

1.04 DUST CONTROL

Contractor will be required to install temporary barricading to isolate his work.

1.05 CONSTRUCTION STAKING

The engineer will provide a minimal amount of control points to assist contractor with storm sewer layout and finish grading.

1.06 REFERENCE TO SOIL BORINGS, REPORTS AND PLANS

Not applicable.

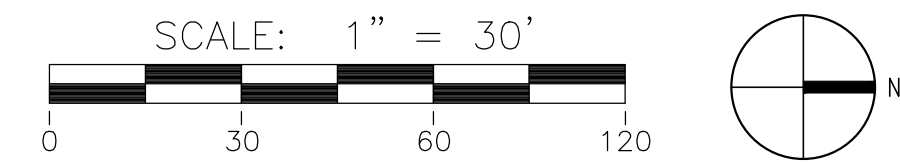
1.07 PROJECT PROGRESS MEETING

- A. As necessary as determined by Engineer.

1.08 SPECIAL PROJECT REQUIREMENTS

- A. The Contractor shall utilize only those construction staging areas on site approved by the Owner.

END OF SECTION



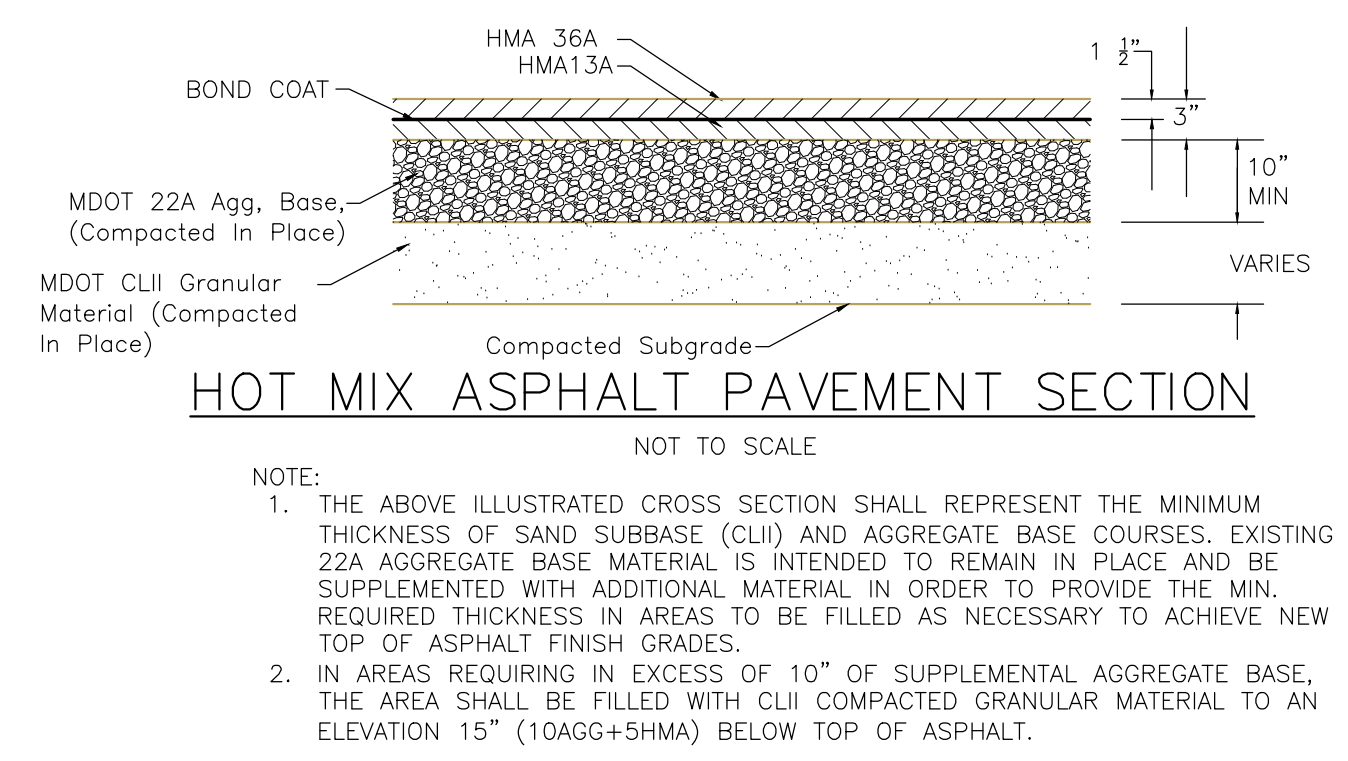
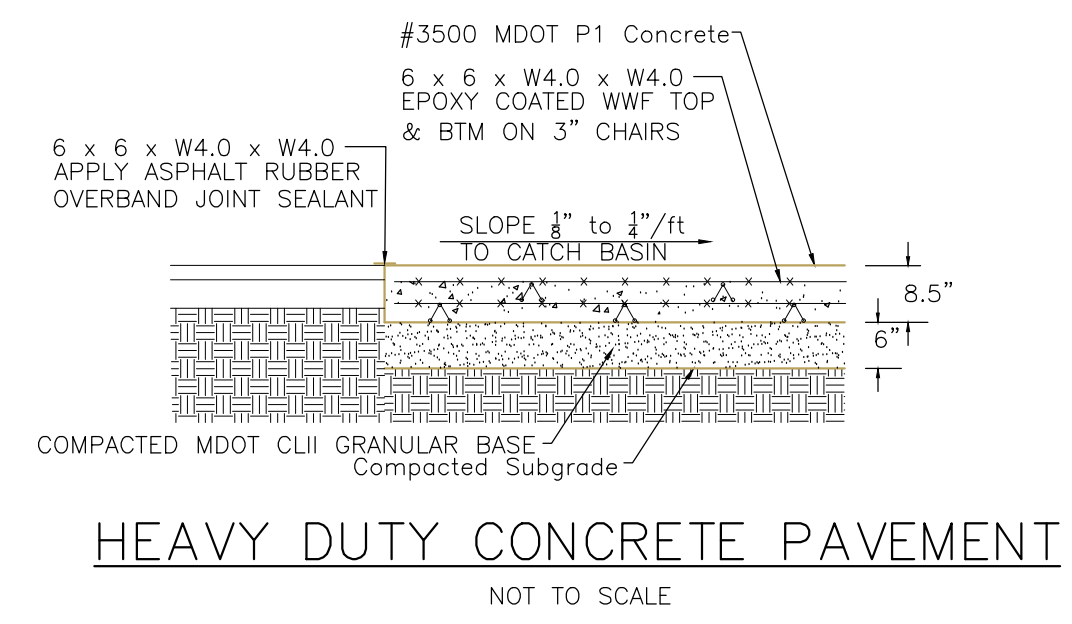
LEGEND

- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING CONTOUR
- PROP. STORM SEWER
- PROPOSED HMA PAVING
- PROPOSED 8" CONCRETE PAVEMENT
- PROPOSED RIPRAP OVER GEOTEXTILE FABRIC
- PROPOSED DRAINAGE STRUCTURE LABEL

CONSTRUCTION KEYNOTES

- 1 SAWCUT LINE, SAWCUT AND REMOVE HMA PAVEMENT WITHIN NEW PAVING LIMITS
- 2 FURNISH PLACE AND COMPACT CLII GRANULAR MATERIAL TO ACCOMMODATE PROPOSED GRADES SHOWN. SEE PROPOSED PAVEMENT CROSS SECTION
- 3 8" NON-REINF. CONCRETE PAVEMENT, EDGES OF CONCRETE TO BE PLACED AT GRADES SHOWN. GRADES ACROSS RESULTING CONCRETE SURFACE WILL VARY APPROXIMATELY BETWEEN 1% AND 14%
- 4 MISC. DEBRI AND MATERIALS TO BE REMOVED BY OWNER PRIOR TO CONSTRUCTION COMMENCEMENT
- 5 REMOVE EXISTING HMA PAVEMENT WITHIN SAWCUT LINES AND REMOVE EXISTING STORM STRUCTURE, SALVAGE CASTING AND COVER FOR REUSE WITH NEW LEACH BASIN STRUCTURE.
- 6 PLACE AND FINISH 8" REINF. CONCRETE PAVEMENT PER HEAVY DUTY CONCRETE SECTION DETAIL.
- 7 RECONNECT EXISTING INVERT PIPE INCLUDE ONE 20' STICK OF 6" DUCTILE IRON PIPE AND FITTING AS NECESSARY FOR RECONNECTION.

Structure No.	Structure Dia., ft	Structure Type	Rim Elevation	Invert Elev.	Invert Elev.	Invert Elev.	Invert Elev.	2 ft Sump	Structure Cover	Remarks
R-1	NA	End	NA	12" N	-	-	-	NA	-	12" Reinforced Conc. End section. Place geotextile fabric beneath last 3ft of end section and finish with rip rap as shown on plan
R-2	2	Reinf.	99.24	12" S	8" N	-	-	No	EJW	North invert pipe to b CL54 Ductile Iron Pipe. South invert to be reinforced
		Conc.	95.88	8" S	-	-	-	Yes	1040M1	concrete pipe.
R-3	2	Precast	97.75	6" W	-	-	-	Yes	EJW	
		Conc.	96.50	6" W	-	-	-	Yes	1040M1	
R-4	2	Reinf.	Existing	Match	-	-	-	Yes	Salvage	Reuse salvaged casting and cover. Include one 20 length of 6" ductile iron pipe to replaced west invert pipe within proposed concrete paving limits. Structure Height to be 4ft
		Conc.	CB RIM	Existing	-	-	-	Yes	Existing	



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HILLSDALE COM. SCHOOLS
2023 BUS GARAGE SITE REPAIR AND
IMPROVEMENTS PROJECT
SITE PLAN

C1

DATE: 04-25-23	SHEET OF
CADD:	ENG:
PM:	TECH:

MTE JOB No. 00000