

**CONTRACT DOCUMENTS
FOR
LEAD SERVICE LINE SITE INVESTIGATION**

CITY OF EVART, MI

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

5011-18-0010
November 21, 2018

Lead Service Line Site Investigation

City of Evert

5011-18-0010

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ADVERTISEMENT FOR BID

Lead Service Line Site Investigation City of Ewart November 21, 2018

Sealed Bids for Lead Service Line Site Investigation will be received at the office of the City of Ewart until 10:30 am local time, on December 13, 2018, by the City of Ewart located at 5814 100th Avenue, Ewart, MI 49631. A map of the proposed areas for investigation is included in the Appendix. The City of Ewart has received a grant to investigate the water service line material throughout the City water system. The City anticipates that the grant will allow for approximately 400 investigations. Each investigation will include the exposure and identification of the service line material for both sides of the curb box, when necessary.

The Contract Documents for this project are on file and may be examined on and after 5:00 pm, November 21, 2018, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., 415 E. Main Street, Midland, MI 48640 and City of Ewart located at located at 5814 100th Avenue, Ewart, MI 49631.

Copies thereof may be obtained after 5:00 pm, local time, November 21, 2018, at the office of the ENGINEER, Orchard, Hiltz & McCliment, Inc., 415 E. Main Street, Midland, MI 48640. A fee of zero dollars (\$0) non-refundable will be charged for each set of Contract Documents which are picked up or emailed. An additional fee of 10 dollars (\$10) non-refundable will be charged for each set of Contract Documents which are mailed.

Bid Security in the form of a Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

City of Ewart

INSTRUCTIONS TO BIDDERS

1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must

be given after his signature. Phone and fax numbers are also required.

3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the

Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

End of Section

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Complete bids are to be submitted on the attached Bid Form and must be completely legible in ink. In the case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern.

Proposals shall be made in full conformity with all the conditions set forth in these specifications.

Each Bid must be accompanied by a certified check or a bid bond in the amount of five percent (5%) of the bid amount. The bond shall be with a Surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the Owner.

Bids are firm and cannot be withdrawn for a period of one hundred twenty (120) days after opening of the bids.

Sealed bids will be received at the physical address below until 10:30 am local time, on December 13, 2018 at which time the bids will be publicly opened and read aloud. One (1) copy of the completed bid proposal shall be submitted with the contractors bid. Bids shall be provided to the physical address or mailed to the address below in a sealed envelope clearly marked with the name of the project “Lead Service Line Site Investigation” and the bidder’s name.

City of Ewart Offices

5814 100th Avenue,

Ewart, MI 49631

Any questions should be directed to John Tanner of OHM Advisors by telephone at (231) 923-6595 or by Email at john.tanner@ohm-advisors.com. Questions will only be accepted until Noon two days prior to the day of the bid opening.

CONTRACTOR RESPONSIBILITIES

In submitting the Bid, Bidder represents that the Bidder:

- Is familiar and satisfied with the potential site conditions that may affect cost, progress, and performance of work.
- Is familiar and satisfied with all applicable federal, state, and local laws and regulations.
- Has given written notice of all potential conflicts, errors, ambiguities, or discrepancies discovered in the Invitation to Bid documents.
- Location and exposure of all curb stops/boxes, unless otherwise provided for in the Technical Specifications of the contract, shall be the responsibility of the Contractor, with the Owners assistance. The Owner will make every attempt to locate and designate all curb stops/boxes and be accessible for the work, and provide rights of access to these points.
- Water necessary for performance of work under the contract will be provided by the Owner and will be coordinated with the Department of Public Works during regular weekday business hours.
- It is the responsibility of the Contractor to provide a disposal area for all materials removed during the performance of the project work. In addition, it is the Contractors responsibility to transport and dispose of materials removed during the work. The Owner **WILL** provide a dump site for all debris removed from the investigation operation. It is the Contractors responsibility to obtain all required commercial certifications and permits.
- The Contractor shall provide and maintain an updated schedule of impacted areas and streets during the project. The Contractor shall check in with the designated Owner/Engineer staff daily to discuss schedule and locations. This information shall be submitted to the Owner and Engineer for the purpose of public notification.
- A weekly project status meeting shall take place during the project. The date, time and location of the meeting shall be determined prior to the start of the project.
- The Contractor shall complete work during standard working hours, 7 AM to 7 PM Monday through Saturday. Work completed outside the hours of 7 AM to 7PM, could be completed with prior written approval from the Owner. No work shall occur beginning two days prior through one day following holidays and community festivals, (Memorial Day & July 4th, etc.).
- The Owner May provide a storage area to accommodate the required vehicles, equipment and materials for the period of performance of the contract. The Contractor will need to coordinate this with the Owner.
- The Contractor acknowledges that the quantities provided in the Bid Form are only estimates, and in some cases included in order to establish a unit price in the event the work is necessary, and that actual quantities may increase, decrease, or be zero based on actual work required.
- The contractor shall schedule their work so as to avoid major streets during typical rush hour times.
- Traffic control will be provided by the Contractor when the safety of the workers of the public requires such protection. Traffic control shall be in accordance with the City of

Evert, Michigan Manual of Uniform Traffic Control Devices, and current MDOT Standard Specifications for Construction. The Contractor shall notify the City of Evert and/or Michigan Department of Transportation for work in their right-of-way. The contractor shall secure any permits required by the agency having jurisdiction and pay all costs in connection with the permits and inspection fees.

End of Section

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

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

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' 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. Longshoremen 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.

2.1.2. 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 or subcontractors employed by him.
 - D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
 - 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.
- 2.1.3. 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 the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- 2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); 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) or the sub-subcontractor(s) under this Contract.
- 2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. 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 automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

| | |
|------------------------------------|-----------|
| Coverage A Compensation | Statutory |
| Coverage B Employer's Liability | \$100,000 |

2.2.2. Comprehensive General Liability

| | |
|--|--------------------------|
| Bodily Injury - Each Occurrence | \$500,000 |
| Bodily Injury - Aggregate (Completed Operations) | \$500,000 |
| Property Damage - Each Occurrence | \$100,000 |
| Property Damage - Aggregate or combined single limit | \$500,000 \$1,000,000 |

2.2.3. Comprehensive Automobile Liability

| | |
|---|--------------------------|
| Bodily Injury | \$500,000 |
| Property Damage or combined single limit | \$200,000 \$1,000,000 |

2.2.4. Owner's Protective

| | |
|---|--------------------------|
| Bodily Injury- Each Occurrence | \$1,000,000 |
| Property Damage- Each Occurrence | \$250,000 |
| Property Damage- Aggregate or combined single limit | \$500,000 \$1,500,000 |

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

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

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the 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.

A. Insurance Required for the CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
 - a. All premises and operations.
 - b. Explosion, collapse, and underground damage.
 - c. Contractors' Protective.
 - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
 - e. Personal Injury Liability.
 - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

BID FORM

Lead Service Line Site Investigation City of Ewart

THIS BID IS SUBMITTED TO:

City of Ewart

5814 100th Avenue, Ewart, MI 49631

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

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

| Addendum No. | Addendum Date | Signature |
|--------------|---------------|-----------|
|--------------|---------------|-----------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that have been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price | Amount |
|-----------------|-------------------------|---------------------------|-------------|-------------------|---------------|
| 1 | Site Investigation | 400 | EA | \$ _____ | \$ _____ |
| 2 | Restoration | 400 | EA | \$ _____ | \$ _____ |
| 3 | Traffic Control | 1 | LS | \$ _____ | \$ _____ |

Total Bid Amount (Items 1-3) \$ _____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before April 15, 2019, and completed and ready for final payment in accordance with the General Conditions on or before April 30, 2019.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

Dollars (\$_____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$_____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder: _____

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Ewart

5814 100th Avenue,

Ewart, MI 49631

BID

BID DUE DATE: December 13, 2018

PROJECT:

Lead Service Line Site Investigation

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

End of Section

STATEMENT OF QUALIFICATIONS

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

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

General nature of work performed by your company: _____

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

Major equipment available for this contract: _____

Does your organization have adequate capacity to complete the project requirements within the timeframe identified? _____

What percentage of the project work will be subcontracted? _____

CURRENT PROJECTS:

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

COMPLETED PROJECTS:

| | Project | Project | Project |
|------------------|---------|---------|---------|
| Name: | _____ | _____ | _____ |
| Owner: | _____ | _____ | _____ |
| Contact Person: | _____ | _____ | _____ |
| Phone: | _____ | _____ | _____ |
| Contract Amount: | _____ | _____ | _____ |
| Date Completed: | _____ | _____ | _____ |

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

Has your company defaulted on a contract? _____

If yes, where and why? _____

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

By: _____
Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with City of Ewart Owner shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Owner. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____ day of _____, 20____.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

- (A) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) “Investment” means 1 or more of the following:
- i. A commitment or contribution of funds or property.
 - ii. A loan or other extension of credit.
 - iii. The entry into or renewal of a contract for goods or services.
- (C) “Investment activity” means 1 or more of the following:
- i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) “Iran” means any agency or instrumentality of Iran.
- (E) “Iran linked business” means either of the following:
- i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) “Person” means any of the following:
- i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) “Public entity” means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

| NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR | DESCRIPTION OF WORK | APPROXIMATE DOLLAR VALUE OF SUBCONTRACT |
|---|------------------------|---|
| | | \$ _____ |
| | | |
| | | |
| Phone: _____ | | |
| FAX: _____ | | |
| E-mail _____ | | |
| | | \$ _____ |
| | | |
| | | |
| Phone: _____ | | |
| FAX: _____ | | |
| E-mail _____ | | |

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

AGREEMENT

This AGREEMENT is by and between City of Evert (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

ARTICLE 1 WORK

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

Lead Service Line Site Investigation

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Lead Service Line Site Investigation

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before April 15, 2019, and completed and ready for final payment on or before April 30, 2019.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$50 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$25 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. Technical Specifications as listed in the table of contents of the Project Manual;
7. Appendices (excluding geotechnical reports);
8. Drawings consisting of a cover sheet and sheets numbered N/A through N/A, inclusive, with each sheet (excluding standard details) bearing the following general title: Lead Service Line Site Investigation;
9. Addenda (numbers ____ to ____, inclusive);
10. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive);
 - b. _____
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

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

9.04 Severability

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

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

OWNER:

CONTRACTOR:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

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

License No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

| | |
|--------------------------------|---|
| CONTRACTOR (Name and Address): | SURETY (Name and Address of Principal Place of Business): _____ _____ _____ |
|--------------------------------|---|

OWNER:
City of Ewart
5814 100th Avenue
Ewart, MI 49631

CONTRACT

Date:
Amount:
Description: Lead Service Line Site Investigation
City of Ewart

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

| | |
|-----------------------------|---|
| CONTRACTOR AS PRINCIPAL | SURETY |
| Company: _____ (Corp. Seal) | Company: _____ (Corp. Seal) |
| Signature: _____ | Signature: _____ |
| Name & Title: _____ | Name & Title: _____ (Attach Power of Attorney) |

(Space is provided below for signatures of additional parties, if required).

| | |
|-----------------------------|---|
| CONTRACTOR AS PRINCIPAL | SURETY |
| Company: _____ (Corp. Seal) | Company: _____ (Corp. Seal) |
| Signature: _____ | Signature: _____ |
| Name & Title: _____ | Name & Title: _____ (Attach Power of Attorney) |

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:

The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER: City of Ewart 5814 100th Avenue Ewart, MI 49631

CONTRACT Date: Amount: Description: Lead Service Line Site Investigation City of Ewart

BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name and Title: (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name & Title: (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in the Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Section

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)

)SS.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by City of Ewart hereinafter called the OWNER, to construct Lead Service Line Site Investigation in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

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

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

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20____.

Contractor

By: _____

Title _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

_____ A.D., 20 _____ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Ewart or his agents, in addition to the regular items set forth in the Contract numbered _____ and dated _____ A.D., 20 _____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan

County of: : _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

1. That _____ is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

| Name of Subcontractor, Supplier or Laborer | Type of Improvement Furnished | Total Contract Price | Amount Already Paid | Amount Currently Owing | Amount of Laborer Wages Due but Unpaid | Amount of Labor, Fringe Benefits & Withholdings due but Unpaid |
|--|-------------------------------|----------------------|---------------------|------------------------|--|--|
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The contracts or subcontracts cited herein are for improvement to the following described real property situated in Osceola County, Michigan, described as:

(Insert legal description of property) __ owned by the City of Evert ____

Commonly known as:

Lead Service Line Site Investigation

OHM Job Number:

5011-18-0010

- 3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: _____

Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: _____ in _____ County, Michigan

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

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

“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 and certain administrative details applicable thereto.

“Subcontractor”: A person, 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.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

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

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

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

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

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

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

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

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

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

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

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

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

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, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

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

Final Payment

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

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

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

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

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

19. COMMENCEMENT OF CONTRACT TIME

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

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

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

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

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

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations 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 the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

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

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

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

32. SAFETY & PROTECTION

A. People and Property

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

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

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

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

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

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

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

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

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

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

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

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

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

40. GUARANTEE

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

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

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

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

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

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will 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 at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

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

End of Section

SUPPLEMENTAL SPECIFICATION

Technical Specifications & Method of Payment:

Specifications for the following pay item:
Site Investigation

1. Intent: Water service leads will be exposed approximately 6 feet on the property side of the existing curb box for work outside the public right of way. For work within the public right of way, the water service lead shall be exposed in the greenbelt area adjacent to the existing curb or existing travel lane. OHM staff will be on-site to document service lead materials that are encountered.
2. The contractor shall use a pressurized water method of excavation to expose the service leads. All excavated material shall be transferred to a debris tank by air conveyance or vacuum process. The contractor shall be responsible for disposal of all excavated material, the owner will not be responsible for providing a dump site for excavated material.
3. Work for this pay item will include all labor, material and equipment necessary to expose the existing service lead on both sides of the curb box, (when necessary), identify service lead material and dispose of all excavated material. The investigation on both sides of the curb box, when necessary, will be paid for as one (1) Site Investigation.
4. The City of Evert will provide water to the Contractor at no cost for the Site Investigation operations.

Specifications for the following pay item:
Restoration

1. Intent: This pay item includes work to restore all disturbed areas with like material. All areas located within the influence of streets, curb, sidewalk or drives will be backfilled with class II sand (per MDOT 2012 Standard Specifications for Construction) compacted to at least 95 percent of its maximum unit weight. All

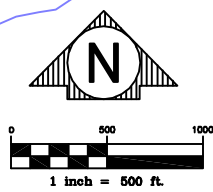
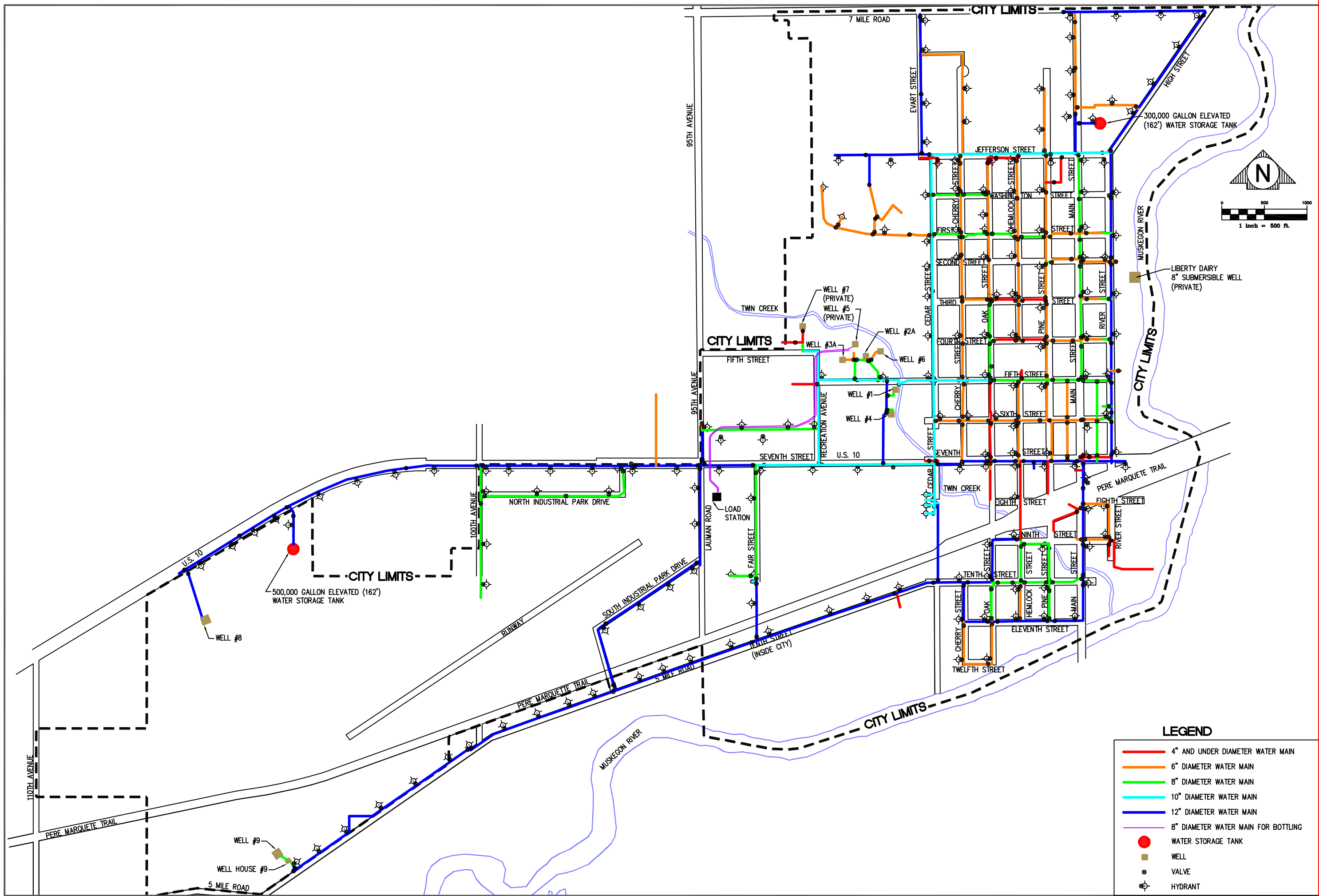
- other areas lying outside the influence of streets, curb, sidewalk or drives may be made with suitable material free of debris.
2. Restoration work shall be performed immediately after excavation work is completed. In the event of cold temperatures or frozen ground, and necessary final restoration work shall be completed in the spring.
 3. The contractor will be required to restore all yard areas with turf. Restoration work shall be done in accordance with Section 816 of the MDOT 2012 Standard Specifications for Construction.
 4. Work for this pay item will include all labor, material and equipment necessary to establish turf for all investigation work on each water service lead. Cost for placement of topsoil, seed and mulch is considered incidental to the pay item of restoration and will not be paid for separately.

Specifications for the following pay item:
Traffic Control

1. The contract lump sum price shall include all labor and equipment necessary to provide traffic control. The adequacy of the traffic control will be determined by the applicable road agency (City of Evert, Osceola County and the Michigan Department of Transportation) that will monitor and notify the contractor when the safety of the workers or the public requires such protection. Traffic control shall be in accordance with the City of Evert, Michigan Manual of Uniform Traffic Control Devices and MDOT Standard Specification for Construction.
2. The contractor shall obtain engineering approval of traffic control measures at least 5 days before beginning work.
3. This work includes furnishing, operating, and removing traffic control devices.

End of Section

Appendix



LEGEND

| | |
|--|-------------------------------------|
| — | 4" AND UNDER DIAMETER WATER MAIN |
| — | 6" DIAMETER WATER MAIN |
| — | 8" DIAMETER WATER MAIN |
| — | 10" DIAMETER WATER MAIN |
| — | 12" DIAMETER WATER MAIN |
| — | 8" DIAMETER WATER MAIN FOR BOTTLING |
| ● | WATER STORAGE TANK |
| ■ | WELL |
| ⊙ | VALVE |
| ⊕ | HYDRANT |