Vineyards Drain Improvements

PROJECT MANUAL
ISSUED FOR BID

Prepared For:
Kalamazoo County Drain Commissioner
201 W. Kalamazoo Ave.
Kalamazoo, Michigan, 49007

Prepared By:
Land and Resource Engineering
Project No. 18-054
January, 2020

ENGINEERS & SURVEYORS
2121 3 Mile Rd. NW
Walker, MI 49544
Ph: 616-301-7888
www.LREMI.com

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NOTICE OF LETTING AND DAY OF REVIEW OF APPORTIONMENTS

NOTICE OF LETTING
DATE: **February 19, 2020**
TIME: **10:00 a.m.**
LOCATION: **201 West Kalamazoo Avenue, Kalamazoo Michigan**
QUESTIONS: **(269) 384-8117**

The Kalamazoo County Drain Commissioner will meet on the above date, time and location to receive construction bids for the Vineyards Drain Improvements. Bids will then be opened and publicly announced.

The Vineyards Drain Improvements will be let in one section as set forth:

Enclosed Drain Construction

Description	Unit	Qty.
Mobilization (10% Max)	LS	1
Traffic Control	LS	1
Utility Investigation & Protection	LS	1
Soil Erosion & Sedimentation Control	LS	1
Clearing & Grubbing	LS	1
Dewatering	LS	1
1.5" Cold Mill & Overlay Pavement	SY	337
Remove & Replace Pavement	SY	368
Remove & Replace Concrete Drive	SF	2,495
Riprap End Treatment	SY	16
Open Channel Excavation (6:1 Sideslopes)	LF	17
Storm Sewer, 12-inch	LF	761
Storm Sewer, 12-inch Perf. PE with Sock	LF	32
Storm Sewer, 18-inch Perf. PE with Sock	LF	562
French Drain	LF	77
Core & Grout Structure	EA	4
Lateral Type 1	EA	6
Lateral Type 2	EA	6
Manhole, 4-foot Diameter	EA	3

18-inch Nyloplast Drain Basin	EA	8
Irrigation Coordination and Replacement	LS	1
Erosion Control Blanket	SY	170
Restoration	LS	1

This Notice of Letting, the plans, specifications and bid proposal shall be considered a part of the Contract. The Contract will be let in accordance with the Contract Documents now on file at Land and Resource Engineering, 2121 3 Mile Road NW, Walker, MI 49544 and available to interested parties. Bids will be made and received in accordance with these documents. Bidding Documents, including plans and specifications, may be examined at the following locations:

Kalamazoo County Drain Commissioner's Office, 201 West Kalamazoo Ave.,
Kalamazoo, MI – attn: Patricia A.S. Crowley, PHD.

Land and Resource Engineering, 2121 3 Mile Road NW, Walker, MI – attn: Kyle Visker, PE

Copies of Bidding Documents may only be obtained upon payment of a $30.00 **non-refundable** deposit. Electronic sets of the contract documents are free of charge and available upon request – attn: Kyle Visker, (616) 301-7888.

A security deposit in the form of a cashier's check, money order, certified check or bidders bond shall be submitted with any bids. No cash will be permitted. The security deposits of all unsuccessful bidders shall be returned after the Contract is awarded.

A **mandatory pre-bid meeting** will be held at 10:00 AM on Wednesday, the 5th day of February 2020 at the Kalamazoo County Drain Commissioner's Office, 201 West Kalamazoo Avenue., Kalamazoo, Michigan, 49007. The OWNER and ENGINEER will be present to discuss the project. Prospective bidders are required to attend and participate in the conference. All bidders must sign in by name of attendee and business represented. Only bids from bidders in attendance at the pre-bid conference will be opened. All others will be considered non-responsive.

The Contract will be awarded to the lowest responsive and responsible bidder giving adequate security for the performance of the work and meeting all conditions represented in the Instructions to Bidders. The Contract completion date and the terms of payment will be announced at the time and place of letting. If no satisfactory bids are received, we reserve the right to reject any and all bids and to adjourn to a time and location as we shall announce.

DAY OF REVIEW OF APPORTIONMENTS
DATE: March 11, 2020
TIME: 9:00 a.m. to 5:00 p.m.
LOCATION: 201 West Kalamazoo Avenue, Kalamazoo Michigan
QUESTIONS: (269) 384-8117

The Kalamazoo County Drain Commissioner will hold a Day of Review of Apportionments on the above date, time and location.

The Day of Review is an opportunity to review the tentative apportionment of benefit for each parcel and municipality within the Drainage District.

The Drain Commissioner, engineers and/or other staff members will be available to assist individuals throughout the day and make revisions where necessary. There is no need to schedule an appointment for a specific time on the Day of Review. The computation of costs for the Drain will also be available at the Day of Review. Drain assessments are collected in the same manner as property taxes and will appear on your winter tax bill. If drain assessments are being collected for more than one (1) year, you may pay the assessment in full with any interest to date at any time and avoid further interest charges.

Persons with disabilities needing accommodations for effective participation in the Day of Review should contact the Drain Commissioner's Office at the number noted above (voice) or through the Michigan Relay Center at 7-1-1 (TDD) at least 24 hours in advance of the Day of Review to request mobility, visual, hearing or other assistance.

You may appeal the Drain Commissioner's determination of apportionments to the Kalamazoo County Probate Court within ten (10) days.

The following is a description of the several tracts or parcels of lands constituting the Special Assessment District of the Vineyards Drain, as well as a list of any county, township, city, village to be assessed at large:

Texas Township, T3S, R12W:
The Vineyards being a subdivision in the northeast fractional quarter of section 17.
The Vineyards No. 2 being a subdivision in the northeast fractional quarter of section 17.

Kalamazoo County at large for benefits to county roads.

Dated: _____ _____

Patricia A.S. Crowley, PhD.
Kalamazoo County Drain Commissioner

ARTICLE 1 – BASIS OF PROPOSAL

1.1 The Bid is based on unit and lump sum prices as stipulated in the Bid Form. The totals of the extensions of unit and lump sum prices will be used as a basis for determining the total bid price.

1.2 All work necessary for completion of the Contract, but not specifically listed as a pay item, will be considered to be covered under one or more of the Bid items.

1.3 Where the Bid consists of separate sections of work, each section may be awarded separately or together with other section(s), whichever will be in the best interests of the OWNER. BIDDERS may bid any or all sections.

ARTICLE 2 - QUALIFICATIONS OF BIDDERS

Bids are solicited only from responsible BIDDERS skilled and regularly engaged in work of similar character and magnitude.

ARTICLE 3 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each BIDDER shall:

A. Examine the Contract Documents thoroughly;

B. Visit the Site to become familiar with local conditions that may in any manner affect cost, progress, performance or timely completion of the Work;

C. Become familiar with all laws, rules and regulations that may in any manner affect cost, progress, performance or timely completion of the Work; and

D. Study and carefully correlate BIDDER's observations with the Contract Documents.

3.2 Surveys, investigations, and reports of subsurface or latent physical conditions at the Site which have been relied upon by ENGINEER in preparing the Drawings and Specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at his own expense, make additional surveys and investigations as necessary to determine his Bid for the performance of the Work.

ARTICLE 4 - INTERPRETATION

Questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER not less than seven (7) days prior to date of opening of Bids. Replies will be issued by Addenda mailed or delivered to Planholders of Record not less than three (3) days before Bids are due. ENGINEER may issue other Addenda at any time prior to opening of Bids. Only answers given by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

ARTICLE 5 – BID SECURITY

5.1 Each proposal shall be accompanied by a certified check or bid bond by a recognized surety in the amount of five percent (5%) of the total of the bid price made out to the “Vineyards Drain Drainage District”. Bid Security from each BIDDER on the Work shall be by a single Surety.

5.2 A Bid Bond when used as Bid Security, shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state in which the Work is located.

5.3 The Bid Security of the successful BIDDER will be retained until the executed Agreement, Bonds, insurance certificates and other required information is delivered by the BIDDER to the OWNER.

5.4 Failure of the successful BIDDER to execute and deliver the Agreement, Bonds, insurance certificates and other required information within ten (10) days of the Notice of Award shall be just cause for OWNER to annul the Notice of Award and declare the Bid and Bid Security forfeited.

5.5 The Bid Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until either the executed Agreement, Bonds, insurance certificates and other required information are delivered by the successful BIDDER to the OWNER or the expiration of the time limit specified for the Bid Hold Period, whichever occurs first.

5.6 Unless specifically requested, Bid Bond will not be returned to BIDDER.

ARTICLE 6 – CONTRACT TIME

The time(s) for completion of the Work shall be as stipulated in the Agreement. If the time requirement(s) cannot be met, the BIDDER is requested to stipulate in the Bid Form his schedule for performance of the Work. Consideration will be given to time in evaluating Bids.

ARTICLE 7 - LIQUIDATED DAMAGES AND EXPENSES

Provisions for liquidated damages and expenses for failure to complete on time are set forth in the Agreement.

ARTICLE 8 – BID PREPARATION

8.1 Submit the Bid on the separate Proposal and Bid Form with Bid Security and other required documents. The bound copy is for BIDDER's records.

8.2 No change shall be made in the wording of the form or in any of the items. Bids should be typed or filled out legibly in ink.

8.3 All names must be printed or typed below the signature.

8.4 The Proposal shall contain an acknowledgement of receipt of all Addenda.

8.5 Bid by partnership shall be executed in the partnership name and signed by a partner. Partner's title must appear under signature.

8.6 Bid submitted by two or more firms will not be considered (i.e. no joint bids).

8.7 Bid by corporation must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be listed.

8.8 Agreement will be on the basis of material and equipment described in the Contract Documents without consideration of substitute or "or-equal" items; except for alternates which may be offered by the BIDDER in the Bid Form and accepted by the OWNER prior to execution of the Agreement. Applications for substitutions will be considered only after the Agreement has been executed. The procedure for substitutions is set forth in the General Conditions.

8.9 On unit price Bids, BIDDERS shall show the unit price for each item listed, the total price for the quantity of each item, and the total price for all items. If ENGINEER finds any errors in the Bidder's computations, ENGINEER reserves the right to make corrections.

ARTICLE 9 – SUBMISSION OF BIDS

9.1 Bids, Bid Security and other required documents shall be submitted prior to the time and at the place indicated in the Bid Solicitation.

9.2 Submit Bid Documents, in a sealed envelope, properly identified.

9.3 If the Bid Documents are sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

9.4 Bid documents may not be sent by facsimile. Bids must be submitted in a sealed envelope as stated in part 9.2

9.5 A mandatory pre-bid meeting will be held at 10:00AM on Wednesday, the 5th day of February, 2020 at the Kalamazoo County Drain Commissioners Office, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, 49007. The OWNER and ENGINEER will be present to discuss the project. Prospective bidders are required to attend and participate in the conference. All bidders must sign in by name of attendee and business represented. Only bids from bidders in attendance at the pre-bid conference will be opened. All others will be considered non-responsive.

ARTICLE 10 – MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 If, within 24 hours after Bids are opened, any BIDDER files a duly signed notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of Bid, that BIDDER may withdraw its Bid, and the Bid Security will be returned by OWNER.

ARTICLE 11 – OPENING OF BIDS

The Bid opening location and time will be as indicated in the Notice of Letting.

ARTICLE 12 - BID HOLD PERIOD

All bids shall remain firm, after the day of the Bid opening, for the period stipulated in the Notice of Letting.

ARTICLE 13 – AWARD OF CONTRACT(S)

13.1 BIDDER will be required to complete Bid documentation and correct irregularities as a condition of award. OWNER reserves the right to reject any and all Bids and waive any and all irregularities. OWNER further reserves the right to accept or reject nonconforming, qualified, alternate or conditional Bids.

13.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements and include completed alternates and unit prices if requested in the Bid Form. OWNER may conduct investigations to establish the responsibility, qualifications and financial ability of the BIDDERS and proposed Subcontractors to do the Work within the prescribed time. OWNER reserves the right to reject the Bid of any BIDDER who does not pass such evaluation to OWNER's satisfaction.

13.3 Subject to the rights reserved by the OWNER, it is intended that a contract will be awarded to a responsible, responsive BIDDER whose evaluation indicates to OWNER that such award will be in the best interests of the OWNER.

13.4 Prior to the Notice of Award, ENGINEER will notify the apparent successful BIDDER if OWNER, after due investigation, has reasonable objection to any listed Subcontractor(s), where such listing is requested in the Bid Form. Failure of OWNER to make objection prior to Notice of Award will constitute acceptance of the listed Subcontractor(s), but not a waiver of any right of OWNER to reject defective work, material or equipment, or material and equipment not in conformance with the requirements of the Contract Documents.

13.5 If, prior to the Notice of Award, OWNER refuses to accept any listed Subcontractor(s), the apparent successful BIDDER may:

A. Submit an acceptable substitute without an increase in bid price; or

B. Withdraw Bid and Bid Security.

13.6 If, after Notice of Award, OWNER refuses to accept any Subcontractor, CONTRACTOR shall submit an acceptable substitute and the Contract Price will be adjusted by the difference in cost occasioned by such substitution.

13.7 Concurrently with execution and delivery of Agreement, CONTRACTOR shall deliver to OWNER the Bonds, insurance certificates and other information as required by the Contract Documents.

13.8 If Bidder is a business entity (i.e., corporation, partnership, joint venture, etc.) organized under the laws of a state other than the state of the location of the Work, Bidder must provide evidence of proper registration to do business in the state of the location of the Work as a condition to execution of the Agreement.

13.9 The Agreement and such other documents as required will be signed by OWNER and CONTRACTOR within 25 days of the Notice of Award. OWNER will sign Agreement within 10 days of receipt of required Bonds, insurance certificates, other required information, and CONTRACTOR executed Agreement. OWNER, CONTRACTOR, SURETY and ENGINEER will each receive an executed copy of the Agreement.

Patricia A.S. Crowley
Kalamazoo County Drain Commissioner
201 W. Kalamazoo Ave.
Kalamazoo, Michigan 49007

ARTICLE 1-CONTRACT PRICE

Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the Work described in the Contract Documents for the amounts set forth in the accompanying Bid Form.

ARTICLE 2-CONTRACT TIME

If awarded a Contract, undersigned agrees to prosecute the Work regularly and diligently to ensure full completion within the Contract Time(s) indicated in the Agreement.

ARTICLE 3-LIQUIDATED DAMAGES

The undersigned agrees that liquidated damages, in the amount stipulated in the Agreement, shall be assessed for each day that expires after the completion time(s), stipulated in the Agreement, until the Work is complete.

ARTICLE 4 -BIDDER'S QUALIFICATIONS

The undersigned agrees to furnish, upon request, a list of projects of a similar nature completed in the last 3 years.

ARTICLE 5-WAIVER

The undersigned certifies the price(s) entered in the Bid Form are correct and complete and that all information given or furnished in connection therewith is correct, complete and submitted as intended. The undersigned waives any right to:

5.1 Claims he may now have or which may accrue to him,

5.2 Refuse to execute the Contract if awarded to him,

5.3 Demand the return of the Bid Security,

5.4 Be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of Bid as provided in the Instructions to Bidders.

ARTICLE 6-BID NON-COLLUSIVE

The undersigned certifies that this Proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The undersigned further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid or in the undersigned.

ARTICLE 7-BID SECURITY

The undersigned encloses a Bid Security in the form and amount stipulated in the Instructions to Bidders. The undersigned agrees to contract for the Work and to furnish the necessary Bonds, Insurance Certificates and other information, as stipulated in the Instructions to Bidders. If this Proposal shall be accepted by the OWNER and the undersigned shall fail to contract as aforesaid and to furnish the required Bonds, Insurance Certificates and other information, then the undersigned shall be considered to have abandoned the Contract and the Bid Security accompanying this Proposal shall become due and payable to the OWNER.

ARTICLE 8-OWNERS' RIGHTS

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, or reject any or all Bids, or to waive irregularities and/or informalities in any Bid and to make the award in any manner deemed in the best interest of the OWNER. By submission of this bid, undersigned agrees to provide sufficient additional information to allow the OWNER to deduce the qualifications and capabilities of the undersigned to perform the WORK and to waive any claim that it has, or may have, against the OWNER, any of its agents, or employees, arising out of, or in connection with, the administration, evaluation or recommendation of any PROPOSAL.

ARTICLE 9-RECEIPT OF ADDENDA

Receipt of Addenda _____ through _____ is acknowledged.

SIGNED THIS _____ DAY OF _____, 20___.

_____ (Firm Name)	_____ (Signature)
_____ (Street Address)	_____ (Name Printed)
_____ (City, State and Zip)	_____ (Title)
_____ (Telephone No.)	

LEGAL STATUS OF BIDDER: (Fill out appropriate form and cross out others.)

*A Corporation, duly organized in good standing and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____ whose signature is affixed to this proposal, is duly authorized to execute contracts. If a foreign corporation, the BIDDER states this corporation is qualified to and will register in state in which project Work is located.

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

_____	_____
_____	_____
_____	_____
_____	_____

*An Individual whose name with address is:

_____	_____

ARTICLE 1-SCHEDULE OF PRICES

Having reviewed the site and being fully informed of the conditions and having thoroughly examined the plans and specifications pertaining to this work, the undersigned proposes to furnish all labor, materials (unless otherwise noted), tools and equipment for the specified work within the Contract Time and accepts the provisions for Liquidated Damages as described in Article 3 of the Agreement for the Vineyards Drain Improvements.

Item	Description	Unit	Qty.	Price	Amount
1	Mobilization (10% Max)	LS	1	_____	_____
2	Traffic Control	LS	1	_____	_____
3	Utility Investigation & Protection	LS	1	_____	_____
4	Soil Erosion & Sedimentation Control	LS	1	_____	_____
5	Clearing & Grubbing	LS	1	_____	_____
6	Dewatering	LS	1	_____	_____
7	1.5" Cold Mill & Overlay Pavement	SY	337	_____	_____
8	Remove & Replace Pavement	SY	368	_____	_____
9	Remove & Replace Concrete Drive	SF	2,495	_____	_____
10	Riprap End Treatment	SY	16	_____	_____
11	Open Channel Excavation (6:1 Sideslopes)	LF	17	_____	_____
12	Storm Sewer, 12-inch	LF	761	_____	_____
13	Storm Sewer, 12-inch Perf. PE with Sock	LF	32	_____	_____
14	Storm Sewer, 18-inch Perf. PE with Sock	LF	562	_____	_____
15	French Drain	LF	77	_____	_____
16	Core & Grout Structure	EA	4	_____	_____
17	Lateral Type 1	EA	6	_____	_____
18	Lateral Type 2	EA	6	_____	_____
19	Manhole, 4-foot Diameter	EA	3	_____	_____
20	18-inch Nyloplast Drain Basin	EA	8	_____	_____
21	Irrigation Coordination and Replacement	LS	1	_____	_____
22	Erosion Control Blanket	SY	170	_____	_____
23	Restoration	LS	1	_____	_____

Total = _____

ARTICLE 2-MATERIAL AND EQUIPMENT ALTERNATES

The Contract Documents stipulate that the Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed therein. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the BIDDER wishes to quote alternate items for consideration by the OWNER, he may do so under this Article. A complete description of the item and the proposed price differential are to be provided. Unless approved at the time of award, substitutions, where items are specifically named, will be considered only in accordance with the terms set forth in the General Conditions.

Item No.	Description	Add/Deduct Amount (Dollars)

ARTICLE 3-TIME ALTERNATE

If the BIDDER takes exception to the time(s) stipulated in Section 00500 Article 3 - Contract Time of the Agreement, he is requested to stipulate below his proposed time for performance of the Work. Consideration will be given to time in evaluating bids.

ARTICLE 4-SUBCONTRACTOR LISTING

Bid is submitted on the basis of the use of the following Subcontractors:

Work Item	Firm	City

Please note if work is to be performed by BIDDER. Failure to list Subcontractors with the Bid waives BIDDER'S rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security; in the event OWNER has reasonable objection to any Subcontractor.

OWNER shall have the right to reject any Subcontractor for reasonable cause. If Subcontractors are not identified in the Bid, the BIDDER/CONTRACTOR shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

This Agreement is dated the _____ day of _____ 20___, by and between the Kalamazoo County Drain Commissioner, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows: Vineyards Drain Improvements

ARTICLE 2-ENGINEER

The Work has been designed by the firm of Land & Resource Engineering, who will act as ENGINEER on the Work, unless Notice is otherwise given by the OWNER.

ARTICLE 3-CONTRACT TIME

3.1 The Work to be completed under this Contract shall be commenced immediately after receipt of a fully executed Contract and Notice to Proceed.

3.2 The Work under this Contract shall be substantially complete on or before July 1, 2020 and completed and set for final payment in accordance with the General Conditions on or before August 5, 2020 which shall be the Contract Time.

3.3 OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not completed within the Contract Time(s) plus any extensions as provided for in the General Conditions. They recognize that the financial loss suffered by OWNER in the event that CONTRACTOR fails to complete the Work within the Contract Time(s) would be most difficult to determine accurately in any legal or arbitration proceedings. Instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages, but not as a penalty, CONTRACTOR shall pay OWNER Five Hundred & 00/100 Dollars ($500.00) for each day of delay in the completion of the Work beyond the Contract Time(s).

3.4 CONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: _____ Dollars ($_____).

4.2 The amount paid shall be equitably adjusted to cover changes in the Work ordered by the ENGINEER but not required by the specifications. Such increases or decreases in the Contract Price shall be determined by agreement between the OWNER and CONTRACTOR.

ARTICLE 5-PAYMENTS

5.1 CONTRACTOR will prepare and submit monthly and final payment requests in accordance with the General Conditions.

5.2 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.

5.3 All monies not paid when due shall bear interest at the greater of the rate of 7% per annum, or the highest rate allowed by law.

ARTICLE 6-CONTRACT DOCUMENTS

6.1 The complete Contract between OWNER and CONTRACTOR consists of the following Contract Documents:

Notice of Letting	General Conditions
Instruction to Bidders	Supplemental Conditions
Proposal	Specifications
Bid Form	Drawings
Bonds	Agreement
Modifications	Addenda (numbers ___ thru ___ inclusive)

6.2 In resolving conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Modifications, Agreement, Addenda Supplemental Conditions, General Conditions, Specifications, Drawings, Advertisement, Instructions to Bidders, Proposal/Bid Form, and Bonds.

ARTICLE 7-CONTRACTOR'S REPRESENTATION

7.1 By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

7.2 Contractor is familiar with all federal, state and local laws and regulations that pertain to completion of the Work as specified in the contract documents.

7.3 CONTRACTOR has carefully studied and compared the Contract Documents and checked and verified all figures shown thereon and all field measurements. CONTRACTOR has reported to ENGINEER any conflict, error or discrepancy which CONTRACTOR has discovered.

ARTICLE 8-MISCELLANEOUS

8.1 Terms used in this Agreement are defined in the General Conditions.

8.2 Neither party shall assign, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the written prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.

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

8.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least three (3) counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

_____

CONTRACTOR

_____
(Contractor)

_____
(Name)

By_____
(Signature)

Title_____

WITNESS

_____

OWNER

Kalamazoo County Drain Commissioner

Patricia A.S. Crowley

By_____
(Signature)

Title Drain Commissioner

LEGAL STATUS OF CONTRACTOR: (Fill out appropriate form and cross out others.)

*A Corporation: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all corporation offices.

I, _____ certify that I am the _____ _____ of the corporation named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the corporation, was then _____ of the corporation, that the Agreement was duly signed for and in behalf of the corporation by authority of its board of directors, and is within the scope of its corporate powers. If a foreign corporation, this corporation is qualified to and will register in state in which project Work is located.

_____ _____ LS
(Date) (Signature)

*A Partnership: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all partnership offices.

I, _____, certify that I am the _____ _____ of the partnership named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the partnership, was then _____ of the partnership, that the Agreement was duly signed for and in behalf of the partnership by authority of its partners, and is within the scope of its partnership powers. If a foreign partnership, this partnership is qualified to and will register in state in which project Work is located.

_____ _____ L.S.
(Date) (Signature)

ARTICLE 1-AFFIDAVIT OF COMPLETION

STATE OF MICHIGAN _____)
) ss
COUNTY OF _____)

The undersigned _____, as CONTRACTOR, being duly sworn, deposes and says that he entered into a contract with the _____, as OWNER, on the ____ day of _____, 20____ for the construction of Vineyards Drain Improvements. Deponent further says that the Work under the terms of the said Contract has been completed and all indebtedness incurred by him to subcontractors, material-men, and laborers in his employ has been paid in full or satisfactorily secured.

Deponent further says this affidavit is furnished before final payment or before the retainage, withheld in accordance with the provisions stated in said Contract, may be reduced.

Deponent further says he hereby waives and releases any and all claims or rights which he may have, in connection with said Contract, against OWNER or the premises upon which said Contract Work was performed, and agrees to indemnify OWNER against any and all such claims or rights which may be asserted by subcontractors, material-men, and laborers with whom CONTRACTOR has contracted for performance under said Contract.

Further, deponent saith not.

WITNESSES: SIGNED:

_____ _____

By:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public, _____ County,_____

My commission expires: _____

We, _____, as Surety on the above described Contract, hereby give our consent to the payment to the CONTRACTOR as indicated above.

DATE: _____ SIGNED: _____
(Attorney-in-fact)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ _____, as Principal, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto the Vineyards Drain Drainage District, c/o Patricia A.S. Crowley, Kalamazoo County Drain Commissioner, as obligee, and hereinafter called OWNER, in the just and full sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the _____ day of _____, 20____, for the Vineyards Drain Improvements in accordance with plans and specifications prepared by Land & Resource Engineering, 2121 3 Mile Road NW, Walker, Michigan 49544 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein.

NOW, THEREFORE, the conditions of this obligation are such, that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said Contract, and shall defend, indemnify and save harmless the OWNER against any and all liens, encumbrances, damages, demands, expenses, costs and charges of every kind except as otherwise provided in said Contract Documents, arising out of or in relation to the performance of said Work and the provisions of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period for one year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or any extension of time for the performance of said Contract, or any forbearance on the part of either party to the other, or the placing of an inspector or resident engineer thereon by the OWNER, shall not in any way release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder; notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this _____ day of _____A.D., 20__.

WITNESS:

_____

WITNESS:

_____

PRINCIPAL:

_____

By_____(Seal)

By _____

SURETY:

By_____(Seal)

Title_____

LOCAL ADDRESS OF AGENT FOR SURETY:

_____

Street City State Zip Code

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ _____, as Principal, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto the Vineyards Drain Drainage District, c/o Patricia A.S. Crowley, Kalamazoo County Drain Commissioner, as obligee, and hereinafter called OWNER, in the just and full sum of ($_____) lawful money of the United States of America, or the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the _____ day of _____, 20__ for the Vineyards Drain Improvements in accordance with plans and specifications prepared by Land & Resource Engineering, 2121 3 Mile Road NW, Walker, Michigan 49544 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein;

AND WHEREAS, this bond is given in compliance with subject to the provisions of Act. No. 213 of the Public Acts of Michigan, for the year 1963, as amended by subsequent acts to date.

NOW, THEREFORE, the condition of this obligation is that if the Principal and his Subcontractors shall make all payments as they become due and payable of all amounts owing to Subcontractors and to parties supplying labor or materials to the Principal or to his Subcontractors in the prosecution of the Work provided for in said Contract (intending to include herein all claimants as defined in Section 6 of Act 213 of 1963, as amended), then this obligation shall be void, otherwise the same shall be in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or the giving by the party of the first part of said Contract, any extension of time for the performance of said Contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder; notice to the Surety of any alterations, extensions of or of any forbearance being hereby waived.

Signed and sealed this _____ day of _____A.D., 20__.

WITNESS:

_____

WITNESS:

_____

PRINCIPAL:

_____

By_____(Seal)

By _____

SURETY:

By_____(Seal)

Title_____

LOCAL ADDRESS OF AGENT FOR SURETY:

_____

Street City State Zip Code

ARTICLE 1-DEFINITIONS

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

Act of God	Unpredictable phenomenon of nature such as earthquake, flood or cyclone.
Addendum	A document issued by ENGINEER prior to the receipt of bids which sets forth additional provisions, changes or clarifications of the Contract Documents.
Advertisement	The notice published by OWNER to solicit Bids.
Affidavit of Completion	A document which includes the CONTRACTOR's sworn statement that the Work has been completed in accordance with the Contract Documents and that labor and material men have been paid and the Surety's consent to final payment.
Agreement	An instrument, signed by OWNER and CONTRACTOR covering the Work to be performed and setting forth the Contract Time, the Contract Price and other matters.
Allowance	A fixed sum stipulated in the Contract Documents, to be used in total or in part, as determined by the OWNER, for a specific service, product or group of products to be furnished by CONTRACTOR. All cash allowances shall be included in the Contract Price.
Bid	The offer of the BIDDER submitted on the prescribed forms setting forth the conditions under and prices for which the Work will be performed.
Bid Documents	The Bid and additional documents required to be submitted with the Bid as set forth in the Instructions to Bidders.
BIDDER	Any person, firm, joint venture or corporation submitting a Bid for the Work.
Bid Security	Bid Bond or other instrument of security furnished by BIDDER.
Bonds	Bid, Performance and Payment Bonds furnished by CONTRACTOR.
Bulletin	A document issued by ENGINEER which clarifies and interprets the Contract Documents or which directs minor changes or alterations in the Work not involving extra cost.
Certificate of Completion	Notice from ENGINEER to OWNER that the Work has been completed and establishing a one year bonded correction period.
Change Order	An order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time or both, issued after execution of the Agreement.
Construction Schedule	The timetable outline of CONTRACTOR's sequence of operations.
Contract	The agreement between OWNER and CONTRACTOR set forth in the Contract Documents.
Contract Documents	The Agreement and all related documents as identified in the Agreement.
Contract Price	The total moneys payable to CONTRACTOR for the Work.
Contract Time	The stated date or number of days for the completion of the Work.
CONTRACTOR	The person, firm, joint venture or corporation with whom OWNER has executed the Contract.
Day	Calendar day of 24 hours from midnight to the next midnight.
Defective Work	Work that does not conform to the requirements of the Contract Documents and damaged Work.
Drawings	The Drawings prepared or approved by ENGINEER and approved by OWNER, which show the character and scope of the Work to be performed.
Effective Date of Contract	The date shown in the Agreement.

ENGINEER	The designated representative of the OWNER.
General Requirements	The Sections of Division 1 of the Specifications.
Inspect, Inspection, Inspector	Observe the work of the CONTRACTOR as it relates to implementing CONSULTANT's plans, specifications, reports, and other instruments of professional service. An inspector has no authority or responsibility to direct any construction workers, and may not stop the work. An inspector is not responsible for the means, methods, sequences, or operations of construction, or safety procedures attendant thereto.
Insurance Certificate	The documents issued by CONTRACTOR's insurer listing policies and extent of coverage applicable to the Work.
Liens	Claims, security interests, and encumbrances.
Modification	(a) An amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) Bulletin. A Modification may only be issued after the Effective Date of the Contract.
Notice	A written communication between the parties specifically called for by the Contract Documents.
Notice of Award	The Notice by OWNER to BIDDER that BIDDER has been awarded the Contract.
Notice of Termination	Notice from OWNER to CONTRACTOR terminating services of the CONTRACTOR.
Notice to Proceed	A Notice by ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence and on which CONTRACTOR shall start the Work.
OWNER	The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Contract and for whom the Work is to be performed.
Partial Completion	For the Work that is being constructed in phases, Partial Completion is Substantial Completion of a defined portion of the Work. Partial Completion is reached whenever the defined portion of the Work is ready for use by OWNER. To be considered partially complete, use must not be prevented by other activities of CONTRACTOR. When use is delayed by factors that are beyond CONTRACTOR's control, the designated portion of the Work shall be considered partially complete.
Partial Utilization	Partial Utilization is placing a portion of the Work or facility in service for the purpose for which it was intended or for a related use before reaching Partial Completion or Substantial Completion.
Planholders of Record	Parties recorded by ENGINEER as having received a copy of Contract Documents and a separate set of Bid Documents and as making required deposit therefor, under their own name.
Product	Materials, systems, and equipment incorporated or to be incorporated in the Work.
Product Data	Catalog data, illustrations, standard schedules, performance charts, instructions, and other information prepared by manufacturer or supplier.
Project	Work and other related facilities of the OWNER.
Project Manual	The volume or volumes containing the bidding information, schedules, equipment uses, page-size details, and the Contract Documents for the Work except large drawings and modifications.
Proposal	The document which forms a portion of the Bid.
Provide	Furnish and install.
Resident Project Representative	The authorized representative of ENGINEER who is assigned to the Work site or any part thereof.

Schedule of Values	The breakdown of the Bid into component parts aggregating the total Bid.
Shop Drawings	All drawings, diagrams, illustrations, schedules and other data specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate the equipment, material or some portion of the Work.
Site	The location(s) where the Work is to performed.
Specifications	Those portions of the Contract Documents consisting of technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative details applicable thereto, specifically Divisions 1 through 16.
Subcontractor	An individual, firm, joint venture or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
Substantial Completion	The stage in construction when the Work can be utilized for the purposes for which it was intended. This includes the completion of all contract items in accordance with the plans and specifications with the exception of restoration.
Supplier	Firm providing products to CONTRACTOR.
Surety	A company which provides a Bond.
Work	The entire completed construction and the various separately identified parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating Products into the construction as required by the Contract Documents.

ARTICLE 2-PRELIMINARY MATTERS

COPIES OF DOCUMENTS

2.1 OWNER will furnish CONTRACTOR up to 10 copies of the Contract Documents. Additional copies will be furnished, upon request, as ENGINEER determines are necessary for execution of the Work. Copies requested beyond these limits are available at the cost of reproduction.

CONTRACTOR'S REPRESENTATION:

2.2 By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

CONTRACT TIME

2.3 The Contract Time will commence on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence later than the later of 30 days after the time stipulated for Bids to remain firm or 30 days after the Effective Date of Contract.

2.4 The date of beginning and the Contract Time for completion of the Work are essential conditions of the Contract Documents. Time requirements are for the benefit of OWNER, CONTRACTOR and other Project Contractors.

2.5 CONTRACTOR shall proceed with the Work at a rate of progress to ensure completion within the stipulated Contract Time. It is expressly agreed by CONTRACTOR that the Contract Time is reasonable, taking into consideration the average climatic and economic conditions and the availability of manpower, products, and construction machinery prevailing at the locality of the Work.

BEFORE STARTING THE WORK

2.6 CONTRACTOR shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. CONTRACTOR shall, within 48 hours, report to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover before proceeding with the Work.

2.7 CONTRACTOR shall submit to the ENGINEER:
Construction Schedules;
Schedule of Values;
Schedule of Shop Drawings,
Product Data and samples.

2.8 A preconstruction meeting will be held to review the Construction Schedules, to establish procedures for handling Shop Drawings and other submissions and for processing payments, and to establish working relationships between the parties.

STARTING THE WORK

2.9 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences.

2.10 CONTRACTOR shall attend a progress meeting a minimum of once each month at a time and place designated by the ENGINEER.

ARTICLE 3-CONTRACT DOCUMENTS INTENT

GENERAL:

3.1 It is the intent that the Contract Documents comprise the entire agreement between OWNER and CONTRACTOR and may be altered only by a Modification.

3.2 All communications between OWNER, CONTRACTOR, and ENGINEER intended to affect or modify any of the terms or obligations contained in the Contract Documents shall be in writing in order to be valid. Communications intended to affect or modify the Contract Documents include the following terms: claim, submission, notice, request, acceptance, report, objection, order, consent, advise, communicate, communications, certify, authorize, authorization, issue, or like terms.

3.3 No oral order, objection, claim or notice by OWNER, CONTRACTOR or ENGINEER shall affect or modify any of the terms or obligations contained in the Contract Documents.

3.4 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors and discrepancies, the documents shall be given precedence in the order stipulated in the Agreement. Detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards or meanings.

3.5 The Contract Documents shall be governed by the law of the place of the Work.

REUSE OF DOCUMENTS

3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents or copies 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.

ARTICLE 4-LANDS AND CONTROLS

GENERAL

4.1 OWNER will, upon request, furnish to CONTRACTOR copies of all available boundary surveys and subsurface tests.

AVAILABILITY OF LANDS

4.2 OWNER will furnish, not later than CONTRACTOR's Construction Schedule starting date, the lands or rights-of-way upon which or within which the Work is to be performed, rights-of-way for access thereto, and lands designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by OWNER. CONTRACTOR shall obtain all additional lands and access required for temporary construction facilities and storage of materials and equipment.

UNFORESEEN SUBSURFACE CONDITIONS

4.3 The underground conditions indicated in the Contract Documents represent the information available at the time of preparation and are not guaranteed as to accuracy or completeness. CONTRACTOR shall within 48 hours after discovery notify OWNER and ENGINEER of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will investigate within 72 hours after Notice and, if warranted, advise OWNER to obtain additional investigations and tests. If said additional investigations and tests show subsurface or latent physical conditions to be materially different and which could not have reasonably been anticipated by CONTRACTOR, a Change Order will be issued incorporating the necessary revision.

REFERENCE POINTS

4.4 CONTRACTOR shall be responsible for the preservation of established property corners, monuments, bench marks and similar reference points outside of the normal working area. CONTRACTOR shall report to ENGINEER whenever any reference point is lost, destroyed or requires relocation.

4.5 Replacement of reference points within the normal working area are the responsibility of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is in danger of being lost or destroyed or requires relocation.

4.6 Construction stakes will be provided by the OWNER to the extent as may be set forth in the Specifications.

ARTICLE 5 - BONDS AND INSURANCE

PERFORMANCE AND PAYMENT BONDs:

5.1 CONTRACTOR shall furnish separate Bonds as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Each of these Bonds shall be in amounts at least equal to the Contract Price and in such form and with such Sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall ensure that each executed copy of the Bond form is complete and sealed.

A. Bonds shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state where the Work is located.

B. If the Surety on any Bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Work is located, or it ceases to be listed as an acceptable Surety in U.S. Treasury Circular 570, CONTRACTOR shall, within 5 days thereafter, substitute another Bond from an acceptable Surety.

CONTRACTOR'S LIABILITY INSURANCE

5.2 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance from an insurance company authorized to write casualty insurance in the state where the Work is located and

shall provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Claims under worker's compensation, disability benefits, and other similar employee benefits.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

D. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or by any other person for any other reason.

E. Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES

GENERAL

6.1 CONTRACTOR will issue communications relative to the Work, to OWNER through ENGINEER.

6.2 CONTRACTOR shall supervise and direct the Work competently, efficiently and with skill and attention required to complete the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible for accurate compliance of the finished Work with the Contract Documents.

6.3 CONTRACTOR shall keep on the Work, at all times the Work is in progress, a competent superintendent who shall be replaced only under extraordinary circumstances with Notice to OWNER and ENGINEER. The superintendent shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be binding on CONTRACTOR.

6.4 CONTRACTOR shall provide notice to allow all utilities to locate their facilities prior to the performance of Work. The form and time of notice, the person(s) notified and all other issues related to notice to utilities which may be affected by the Work shall be in accordance with the laws and regulations of the state in which the Work is to be performed.

6.5 Unless otherwise specified, restricted work times shall be as follows, except in the event of an emergency as defined in this Article: Sunday or holiday work will not be permitted; and, work will not be permitted from 8:00 p.m. to 7:00 a.m.

LABOR, MATERIALS AND EQUIPMENT

6.6 CONTRACTOR shall provide competent, suitably qualified personnel to execute and complete the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site. ENGINEER may judge the competency and qualifications of personnel and, upon his written request to the CONTRACTOR, the CONTRACTOR shall cause the immediate dismissal from the Work of any personnel considered by ENGINEER to be incompetent and/or unqualified.

6.7 CONTRACTOR shall guarantee that he has available the quantities and quality of labor and supervision necessary to fulfill the CONTRACTOR'S obligations under the Contract Documents.

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

6.9 All Products shall be of good quality and new. When required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and installed equipment. CONTRACTOR shall submit to the ENGINEER Shop Drawings, Product Data and samples of Products to be incorporated in the Work.

SUBCONTRACTORS

6.10 CONTRACTOR shall be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by them and persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and OWNER or ENGINEER or any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to CONTRACTOR for specific work done.

6.11 The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating work to be performed by any specific trade.

6.12 All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor, subject to the applicable terms and conditions of the Contract Documents.

SUBSTITUTE PRODUCTS

6.13 Whenever Products are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, it is intended to establish the type, function and quality required. Unless the substitution is specifically prohibited, substitute items may be accepted by ENGINEER. ENGINEER will be the sole judge of the acceptability of proposed substitutions. No substitution shall be ordered or installed without ENGINEER's prior acceptance. OWNER may require CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitute.

A. During the bidding period, requests for substitutions may be given consideration by the ENGINEER, and if approved, an Addendum will be issued to incorporate the approved Product into the Contract Documents. Such requests must be received by the ENGINEER in ample time, not later than 10 days before bid due date, so that any necessary Addendum can be issued to all prospective BIDDERS before submission of the Bids.

B. A request for substitution after award of the Contract shall be accepted from the CONTRACTOR only, shall be accompanied by manufacturer's data or other detailed description of the proposed Product and will be considered for one of the following reasons only:

1. Increased value to the OWNER.
2. Decreased cost to the OWNER.
3. Specified item not procurable.

C. A request for a substitution constitutes a representation that the CONTRACTOR has investigated and determined that the proposed Product is equal to or superior in all respects to that specified.

D. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating accepted or rejected substitutes and for resulting changes in Drawings and Specifications.

OWNER FURNISHED PRODUCTS:

6.14 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the CONTRACTOR'S responsibilities will be:

A. Coordinate the delivery of each product with the OWNER. OWNER'S requirements for notification for each product will be determined at the pre-construction meeting but under no circumstance shall the notification period be less than 3 business days.

B. Review the Shop Drawings, Product Data and samples.

C. Submit to ENGINEER Notice of any discrepancies or problems anticipated in the use of the Product.

D. Receive and unload the Products at the Site.

E. Promptly inspect Products jointly with the OWNER, record shortages, and damaged or defective items.

F. Handle Products at the Site, including uncrating and storage.

G. Protect the Products from exposure to the elements and from damage.

H. Assemble, install, connect, and adjust the Products as stipulated in the Specifications.

I. Repair or replace items damaged by the CONTRACTOR.

PERMITS

6.15 CONTRACTOR shall obtain all temporary permits required to complete the Work. Application and inspection fees associated with temporary permits shall be paid by the CONTRACTOR.

USE OF PREMISES

6.16 CONTRACTOR shall confine Work operations to the Site and other designated areas. All disturbed areas shall be restored to equal to or better than original condition.

6.17 Material and equipment storage areas on Site shall be established and maintained in a manner that will not disrupt or impair the use of the Site.

PATENT FEES AND ROYALTIES

6.18 CONTRACTOR shall pay license fees, royalties and costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights in connection with the Work. OWNER will pay for processes involved in the operation of the completed facilities.

SAFETY AND PROTECTION

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

A. Employees on the Work and other persons who may be affected thereby;
B. The Work and Products to be incorporated therein, whether in storage on or off the site; and
C. Other property at the Site or adjacent thereto, both above and below ground, not designated for removal, relocation or replacement. CONTRACTOR shall erect and maintain necessary safeguards for safety and protection of property and shall notify owners of adjacent utilities when prosecution of the Work may affect them. CONTRACTOR shall be responsible for costs associated with all damage, injury or loss.

6.20 CONTRACTOR shall designate a superintendent at the site as safety officer, whose duty shall be the prevention of accidents.

6.21 Damage, injury or loss to property referred to in this Article caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at CONTRACTOR'S cost. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and ENGINEER has issued the Certificate of Completion.

LAWS AND REGULATIONS

6.22 CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of public bodies applicable to the Work.

6.23 When the CONTRACTOR becomes aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations, CONTRACTOR shall promptly serve written Notice to the ENGINEER. Any alterations required to bring the Work in compliance will be made by Modification.

6.24 When the CONTRACTOR is aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations and performs any of the Work contrary to laws and regulations without Notice to the ENGINEER, all costs incurred in correcting the Work shall be borne by the CONTRACTOR.

HAZARDOUS MATERIALS

6.25 In the event CONTRACTOR discovers on the Site unexpected regulated hazardous materials, including without limitation, inorganics, organics and asbestos, CONTRACTOR shall immediately give Notice to ENGINEER and request a determination of how to proceed. In the event CONTRACTOR releases, under any circumstances, regulated hazardous materials on the Site, CONTRACTOR shall immediately give Notice to ENGINEER, take emergency action as appropriate and, following approval by ENGINEER of CONTRACTOR'S proposed plan of remediation, CONTRACTOR shall remediate said release at CONTRACTOR'S expense, all in compliance with all applicable laws and regulations.

EMERGENCIES

6.26 In emergencies affecting the safety of persons, the Work or adjacent property, CONTRACTOR, without authorization from ENGINEER or OWNER, is obligated to act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt Notice of the emergency action taken, and any significant changes in the Work or deviations from the Contract Documents caused thereby.

INDEMNIFICATION

6.27 CONTRACTOR shall indemnify, defend and hold harmless OWNER and ENGINEER, their consultants, agents and employees, from and against claims, damages, losses, attorney's fees, and expenses 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 Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.28 In all claims against OWNER or ENGINEER or their agents or employees, by any employee of CONTRACTOR or Subcontractors or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.29 The indemnification obligation of CONTRACTOR shall not extend to the liability of ENGINEER, agents or employees arising out of the preparation or approval of maps, Drawings, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-WORK BY OTHERS

7.1 OWNER may perform or may contract with others to do additional work related to the Project. CONTRACTOR shall afford others a reasonable opportunity to perform work as well as to store materials and equipment on Site and shall properly integrate and coordinate CONTRACTOR's work with others. CONTRACTOR shall coordinate and cooperate with contractors working in the area for other owners or jurisdictions.

7.2 If any part of CONTRACTOR's work depends for proper execution or results upon the work of other contractors, other owners, or OWNER, CONTRACTOR shall inspect and promptly report to ENGINEER any defects or deficiencies in such work. CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work.

7.3 Additional Work resulting from other contracts, or work by OWNER not noted in the Contract Documents will be added by Change Order.

ARTICLE 8-OWNER'S RESPONSIBILITIES

GENERAL

8.1 In case of termination of the employment of ENGINEER, OWNER will appoint an engineer against whom CONTRACTOR makes no substantial objections, whose status under the Contract Documents will be that of the former ENGINEER.

8.2 OWNER will furnish the data required under the Contract Documents promptly and will make payments to CONTRACTOR promptly.

OWNER FURNISHED PRODUCTS

8.3 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the OWNER'S responsibilities will be:

A. Arrange for and deliver the necessary Shop Drawings, Product Data, and samples to the CONTRACTOR.

B. Arrange and pay for delivery of the Products to the Site in accordance with the Construction Schedule.

C. Deliver supplier's bill of materials to the CONTRACTOR.

D. Inspect deliveries jointly with the CONTRACTOR.

E. Submit claims for transportation damage.

ARTICLE 9-ENGINEER'S STATUS

OWNER'S REPRESENTATIVE

9.1 ENGINEER will be OWNER'S representative during the bidding and construction period. Communications between the OWNER and the CONTRACTOR, or claimant, will be directed through the ENGINEER. The duties, responsibilities and limitations of authority of ENGINEER as OWNER's representative during the

bidding and construction are set forth in these Contract Documents and shall be modified only with consent of OWNER and ENGINEER.

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

9.3. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

VISITS TO SITE

9.4 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

CLARIFICATIONS AND INTERPRETATIONS

9.5 ENGINEER may issue clarifications or interpretations consistent with, or inferable from, the intent of the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

9.6 ENGINEER shall review Shop Drawings, Product Data and samples of Products submitted by the CONTRACTOR.

REJECTING DEFECTIVE WORK

9.7 ENGINEER will have authority to disapprove of or reject Defective Work. ENGINEER will also have authority to require special inspection or testing of Work whether or not the Work is fabricated, installed or completed.

SITE REPRESENTATIVE

9.8 ENGINEER will furnish a Resident Project Representative, who may have one or more assistants, to aid OWNER and ENGINEER in carrying out their responsibilities at the Site. The duties, responsibilities and authority of the Resident Project Representative are set forth in Article 18 of these General Conditions.

DECISIONS ON DISAGREEMENT

9.9 ENGINEER will be initial interpreter of the requirements of Contract Documents and judge of acceptability of the Work. Claims, disputes, and other matters pertaining to bidding, execution and progress of the Work shall be referred initially to ENGINEER with a request for an informal meeting and a formal decision. Notice of each such claim, dispute and other matter shall be delivered by claimant to ENGINEER and other party within 15 days of occurrence of the event giving rise thereto. Additional supporting data shall be supplied within 30 days of occurrence. ENGINEER's written decision will be rendered within 40 days after the occurrence. In ENGINEER's capacity as interpreter and judge, ENGINEER will be impartial to OWNER, CONTRACTOR or claimant and will not be liable for any decision rendered in good faith.

9.10 The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter, will be a condition precedent to arbitration under these General Conditions. The ENGINEER's decision shall become final and binding on the parties 30 days after the decision is rendered unless deferred by an arbitration request, litigation or administrative appeal (if applicable) is filed by either party within the 30-day period. Lawsuits shall be brought in Kent County.

9.11 No decision made by ENGINEER in good faith, either to exercise or not to exercise authority under this Article shall give rise to any duty, liability or responsibility of ENGINEER to claimant, CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

10.1 Without invalidating the Contract, OWNER may, at any time, order additions, deletions or revisions in the Work by Change Orders. Upon receipt of an executed Change Order, CONTRACTOR shall proceed with the Work involved.

10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These changes will be authorized by a Bulletin and will be binding upon OWNER and CONTRACTOR.

10.3 Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as set forth in these General Conditions.

10.4 OWNER shall execute appropriate Change Orders recommended by ENGINEER as set forth in these General Conditions.

10.5 It shall be CONTRACTOR's responsibility to notify Surety of any changes affecting the general scope of the Work or change in the Contract Price or Time. The amount of the applicable Bonds shall be adjusted accordingly.

ARTICLE 11-CHANGE OF CONTRACT PRICE

GENERAL

11.1 The Contract Price constitutes the total compensation payable for performing all duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR, and includes all taxes payable by CONTRACTOR as a result of the Work.

11.2 The Contract Price shall only be changed by a Change Order. Claims for a change in the Contract Price shall be submitted, with supporting data, to ENGINEER within 15 days of the occurrence of the event giving rise to the claim.

11.3 Claims for extra compensation shall not be made by CONTRACTOR for reasonable delays:

A. caused by the work of other Project contractors or subcontractors.

B. due to the failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

11.4 Value of the Work covered by a Change Order shall be determined by one of the following methods:

A. where the Work is covered by Contract unit prices by application of unit prices to the items involved.

B. by mutual acceptance of a lump sum.

C. on the basis of the cost of the Work, plus overhead and profit, but only in the event OWNER and CONTRACTOR cannot agree on one of the above methods.

COST-PLUS WORK

11.5 Cost-plus work means cost of the Work plus a fee. Cost of the Work means the sum of all costs incurred and paid by CONTRACTOR in the performance of cost-plus work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work. Cost of the Work shall only include:

A. payroll costs for employees including superintendents and foremen at the Site in the direct employ of CONTRACTOR under schedules of job classifications. Payroll costs shall include, but not be limited to, salaries and wages, social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay.

B. cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation, storage and manufacturers' field services.

C. rentals of all construction equipment, machinery and accessories, and costs of transportation, loading, unloading, installation, dismantling and removal. Rental rates shall not exceed rates listed in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Guide Book Company. Rates allowed will be based on the most economical time unit. The rental determined by multiplying the rate (e.g., hourly, daily, weekly, etc.) by the period of use shall not exceed the rental determined by applying the next highest rate (e.g., for this purpose the daily rate would be "higher" than the hourly rate, etc.) to the corresponding period of use.

D. fees of special consultants.

E. cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, hand tools, office and temporary facilities at the Site.

F. transportation, travel and subsistence expenses.

G. sales, use or similar taxes imposed by any governmental authority.

H. unavoidable deposit losses, royalty payments, and fees for permits and licenses, and losses and damages to the Work not compensated by insurance.

I. the cost of utilities, fuel, telegrams, long distance telephone calls, and expressage.

11.6 Cost of the Work shall not include:

A. compensation for CONTRACTOR's officers, executives, principals, managers, professionals, clerks and other personnel, whether at the Site or office.

B. any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

C. cost due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work or damage to the property, disposal of materials or equipment wrongly supplied.

D. other overhead or general expense costs.

11.7 The fee allowed to the CONTRACTOR for overhead and profit shall be 10 percent of the cost of the Work; except for payments to Subcontractors in which case the fee shall be 5 percent.

11.8 Payments to Subcontractors will be determined in the same manner as CONTRACTOR's cost of the Work. The fee allowed to the Subcontractors for overhead and profit shall be 10 percent.

11.9 The amount of credit to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease, exclusive of any fee for overhead and profit. When both additions and credits are involved in any one change, the overhead and profit shall be based on the net increase in the Work.

11.10 CONTRACTOR shall submit daily cost reports of cost-plus work to the ENGINEER.

ARTICLE 12-CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be altered by a Change Order. Claim for a change of Contract Time shall be delivered to OWNER and ENGINEER within 15 days of the event giving rise to the claim. Adjustment in the Contract Time will be determined by ENGINEER.

12.2 The Contract Time will be extended in an amount equal to time lost due to unreasonable time delays beyond control of CONTRACTOR. Reasons for such delays shall be restricted to fires, labor disputes, epidemics, abnormal weather conditions, and Acts of God. In addition Contract Time may be extended for unreasonable time delays:

A. caused solely by work of other Project contractors or subcontractors directly contracted by the OWNER

B. due to failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

ARTICLE 13-WARRANTY, TESTS AND DEFECTIVE WORK

WARRANTY AND GUARANTEE

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that materials and equipment shall be new and that Work shall be of good quality and free from faults or defects and in accordance with requirements of the Contract Documents. Prompt Notice of any defects will be given to CONTRACTOR.

13.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by monthly estimates, passes automatically to OWNER at the time of payment, free and clear of all liens.

TESTS AND INSPECTIONS

13.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give ENGINEER timely notice of readiness therefore. Such tests shall be in accordance with the methods prescribed by the applicable organization or the Contract Documents. All certification fees, testing laboratory fees, and inspection fees of said public authorities will be paid by CONTRACTOR. Inspection coordination is the responsibility of the CONTRACTOR, unless otherwise indicated in the Contract Documents.

13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from obligations to perform the Work required by the Contract Documents, laws, ordinances, rules, regulations or orders of public authority having jurisdiction.

13.5 When inspection readiness is declared by the CONTRACTOR and the inspection proves unsuccessful, all costs for the inspection shall be borne by the CONTRACTOR.

ACCESS TO THE WORK

13.6 ENGINEER, his representatives, and representatives of OWNER shall at all times have access to the Work. CONTRACTOR shall provide proper facilities for access, observation of the Work, and for any inspection or testing by manufacturers, suppliers, material men, and other parties as authorized by OWNER.

UNCOVERING WORK

13.7 If Work requiring inspection, testing or approval is covered either without ENGINEER's written approval where required, or contrary to ENGINEER's specific request, the Work shall, if requested by ENGINEER, be uncovered for observation and replaced at CONTRACTOR's expense.

13.8 If ENGINEER considers it necessary or advisable that covered Work be inspected or tested, other than as outlined under the previous paragraph, CONTRACTOR, at ENGINEER's request, shall uncover and expose

that portion of the Work. If the Work is defective, CONTRACTOR shall bear all the expenses of satisfactory repair and reconstruction, including compensation for additional engineering services resulting therefrom. If such Work is not found to be defective, CONTRACTOR shall be allowed an increase in Contract Price, an extension of Contract Time, or both, directly attributable to such uncovering and reconstruction.

CUTTING AND PATCHING

13.9 CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the Work, to make its several parts fit together properly, or to uncover portions of the Work to provide for installation of ill-timed Work. CONTRACTOR shall not cut or alter any part of the Work or the work of another Contractor or Subcontractor without written approval of the ENGINEER. In no case shall the CONTRACTOR endanger any portion of the Work by cutting or altering any part of it.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

13.10 CONTRACTOR shall promptly, as specified by ENGINEER, either correct any Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not correct or remove and replace such Defective Work within a reasonable time, OWNER may have the deficiency corrected or the Defective Work removed and replaced by others. All direct and indirect costs of such correction or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by ENGINEER. CONTRACTOR shall also repair all Work of others destroyed or damaged by replacement of CONTRACTOR's Defective Work.

ONE YEAR CORRECTION PERIOD

13.11 Prior to the expiration of one year after the date of Acceptance or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, CONTRACTOR shall promptly correct identified Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not promptly comply, OWNER's rights to correction will be the same as for Defective Work in this Article. Repairs and replacements made under this paragraph shall bear an additional 12-month correction period dated from the acceptance of repair and replacement.

ACCEPTANCE OF DEFECTIVE WORK

13.12 If OWNER prefers to accept Defective Work, an appropriate reduction in the Contract Price will be made. If the acceptance occurs after final payment, an appropriate amount, as determined by ENGINEER, shall be paid by CONTRACTOR to OWNER.

OWNER'S RIGHT TO DO WORK:

13.13 If CONTRACTOR should neglect to prosecute the Work properly and diligently, or fail to perform any provision of this Contract, including requirements of the Construction Schedule, OWNER, after three (3) days Notice to CONTRACTOR and his Surety may, without prejudice to any other remedy that OWNER may have, correct and remedy any such deficiency. Direct and indirect costs of OWNER, including compensation for additional engineering services, shall be verified by ENGINEER and an appropriate reduction in the Contract Price will be made. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14-PAYMENTS AND COMPLETION

PROGRESS PAYMENTS AND RETAINAGES

14.1 As a condition precedent to the first progress payment, CONTRACTOR shall submit a Construction Schedule and Schedule of Values.

14.2 CONTRACTOR will prepare a monthly payment request, supported by such data as ENGINEER may reasonably request from CONTRACTOR.

14.3 The payment requests shall not include Products not incorporated in the Work unless specifically requested by CONTRACTOR and approved by OWNER subject to the following mandatory conditions:

A. the Products have been specifically manufactured for the Work;

B. the Products have been delivered and suitably stored at the Site or at another location agreed to; and

C. CONTRACTOR has furnished supporting data, satisfactory to OWNER that establishes OWNER's title to the Products, free of any Liens or other encumbrances, and protects OWNER's interest therein, including applicable insurance.

14.4 Progress payments and retainage shall conform to the following, provided CONTRACTOR'S progress is in accordance with the approved Construction Schedule and the conditions for payment as set forth in this Article.

A. Progress payments covering the first 50 percent of the Work shall be 90 percent of the progress period Work completed and 75 percent of the Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.

B. Progress payments covering the final 50 percent of the Work, at the discretion of the OWNER, may be increased to 100 percent of the progress period Work completed and 75 percent of Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.

C. All payments to the CONTRACTOR by the OWNER, including retainage, shall be in accordance with all laws and regulations applicable to these activities in the state in which the Work is performed.

APPROVAL OF PAYMENT

14.5 CONTRACTOR will prepare monthly payment requests and present them to ENGINEER for recommendation to the OWNER. ENGINEER shall complete review of such requests, make adjustments as deemed appropriate, and forward to the OWNER within ten (10) days of receipt from the CONTRACTOR.

14.6 ENGINEER'S submittal and recommendation of any payment request shall constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of Work in progress as an experienced qualified professional, that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that CONTRACTOR is entitled to payment. However, by recommending payment, ENGINEER shall not thereby be deemed to have represented that ENGINEER made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that ENGINEER has reviewed the means, methods, techniques, sequences, and procedures of construction or that ENGINEER has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR or that title to any Work, materials, or equipment has passed to OWNER free and clear of any liens.

14.7 OWNER will make payment to CONTRACTOR on monthly requests within 30 days of ENGINEER'S presentation to OWNER.

PAYMENT WITHHELD

14.8 ENGINEER may not recommend any payment or may nullify any payment previously recommended, to such extent as may be necessary to protect OWNER from loss because:

A. Work is defective or completed Work has been damaged requiring correction or replacement.

B. Written claims have been made against OWNER or liens have been filed in connection with the Work.

C. Contract Price has been reduced by Modifications.

D. CONTRACTOR has failed to file receipts for payment of equipment and materials not incorporated in the Work.

E. OWNER has been required to correct Defective Work or complete neglected Work.

F. Unsatisfactory prosecution of the Work, including failure to clean-up or failure to perform testing as required by the Contract Documents.

PARTIAL UTILIZATION

14.9 OWNER shall have the right to take possession of, and use any completed or partially completed portions of the Work prior to completion. The OWNER's possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Unless otherwise called for in the Contract Documents, CONTRACTOR will be reimbursed for any extra costs or provide an extension of Contract Time for any delays or both which result from Partial Utilization of Work. Special insurance coverage, if required, shall be provided by the OWNER. Upon receipt of a request from OWNER to utilize a portion of the Work, ENGINEER shall:

A. make an inspection and shall prepare a list of items of incomplete and Defective Work remaining for the portion of the Work to be utilized.

B. determine if any extra compensation or time extension is due the CONTRACTOR due to the OWNER'S Partial Utilization of the Work.

SUBSTANTIAL COMPLETION

14.10 When ENGINEER considers that the Work has been substantially but not entirely completed and full completion thereof is materially delayed through no fault of CONTRACTOR, ENGINEER will issue a Certification of Substantial Completion. Liquidated damages for that portion of Work will not be assessed beyond the date of Substantial Completion.

PAYMENT FOR SUBSTANTIAL COMPLETION

14.11 OWNER will, upon Certificate of Substantial Completion by ENGINEER and without terminating the Contract, make payment of the balance due for Work fully completed and accepted. Consent of the Surety shall be submitted by CONTRACTOR to ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

NOTIFICATION OF COMPLETION

14.12 When CONTRACTOR considers the Work required in the performance of this Contract to be complete and ready for final inspection, CONTRACTOR shall provide Notice to the ENGINEER.

FINAL INSPECTION

14.13 CONTRACTOR shall serve Notice of completion on ENGINEER who will, within 7 days, schedule the final inspection with OWNER and CONTRACTOR, and will notify CONTRACTOR of incomplete and Defective Work. CONTRACTOR shall remedy such defects immediately and again submit a Notice of completion. Questions regarding quantities for payment will be measured jointly by the CONTRACTOR and ENGINEER.

FINAL PAYMENT

14.14 After CONTRACTOR has remedied all incomplete and Defective Work and delivered documents required by the Contract Documents, CONTRACTOR will prepare a request for final payment. CONTRACTOR shall furnish an executed Affidavit of Completion, in the form set forth in Article 19 of these General Conditions, including consent of the Surety to final payment. In lieu thereof, CONTRACTOR may furnish a Bond satisfactory to OWNER to indemnify OWNER against any lien.

APPROVAL OF FINAL PAYMENT

14.15 If ENGINEER is satisfied that the Work has been completed, and has received CONTRACTOR's Affidavit of Completion, ENGINEER will, within 10 days, issue the Certificate of Completion and present a

recommendation for final payment to the OWNER for approval and payment. If said documentation is satisfactory in form and substance, OWNER shall pay CONTRACTOR within 30 days of receipt thereof.

CONTRACTOR'S CONTINUING OBLIGATION

14.16 The CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Recommendation of any progress or final payment by ENGINEER, issuance of a Certificate of Substantial Completion, any payment by OWNER to CONTRACTOR, any use or occupancy of the Work or any part thereof by OWNER, any act of acceptance by OWNER or any failure to do so, or any correction of Defective Work by OWNER shall not constitute an acceptance of Work contrary to the Contract Documents.

14.17 The duties and obligations imposed on CONTRACTOR by these General Conditions, and the rights and remedies available hereunder, and the rights and remedies available to OWNER and ENGINEER hereunder, shall be in addition to, and not a limitation of, any otherwise imposed or available by law, by special guarantee, or other provisions of the Contract Documents.

WAIVER OF CLAIMS

14.18 The making and acceptance of final payment shall constitute:

A. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to this Article or from failure to comply with the Contract Documents. However, it shall not constitute a waiver by OWNER of any rights with respect to CONTRACTOR's continuing obligations under the Contract Documents; and

B. A waiver of all claims by CONTRACTOR against OWNER, except those claims under negotiation, arbitration, or litigation.

14.19 CONTRACTOR'S refusal to accept the final payment as tendered by OWNER shall constitute a waiver of any right to interest thereon.

LIQUIDATED DAMAGES

14.20 OWNER will deduct the amount of any liquidated damages and expenses, calculated in accordance with the Agreement, from moneys due or to become due to CONTRACTOR. If such amount exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

ARTICLE15-SUSPENSION AND TERMINATION

WORK SUSPENSION

15.1 OWNER may order CONTRACTOR to suspend the Work, or any portion thereof, until the reason for such suspension has been eliminated; however, this right shall not give rise to any duty by OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

15.2 OWNER may suspend the Work for the following reasons:

A. Defective Work.

B. CONTRACTOR fails to supply sufficient skilled workmen or suitable Products.

C. CONTRACTOR fails to make prompt payments to Subcontractors or for labor or Products.

D. CONTRACTOR fails to maintain proper insurance, bonds, licenses, or federal, state, or local permits.

OWNER TERMINATION OF WORK

15.3 Upon the occurrence of any one or more of the following events OWNER may, after giving CONTRACTOR and Surety 10 days written Notice of Termination, terminate the services of the CONTRACTOR.

A. CONTRACTOR fails to initiate and diligently proceed with the Work.

B. CONTRACTOR is adjudged bankrupt or insolvent.

C. CONTRACTOR makes a general assignment for the benefit of creditors.

D. a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.

E. CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

F. CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable Products.

G. CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor or Products.

H. CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.

I. CONTRACTOR disregards the authority of the ENGINEER.

J. CONTRACTOR otherwise violates any provisions of the Contract Documents.

OWNER COMPLETION OF WORK ON TERMINATION:

15.4 If the Surety does not resume performance of the Work within 10 days after Notice of Termination is received from OWNER, OWNER shall have the absolute right to complete the Work in the most expeditious manner and shall have the right to exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, equipment and machinery at the Site and use the same without liability to CONTRACTOR for trespass or conversion. OWNER may incorporate in the Work all Products for which OWNER has paid CONTRACTOR but which are stored elsewhere. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the balance due to CONTRACTOR at the time of termination exceeds the direct and indirect costs of completing the Work, including compensation for additional engineering services, attorney's fees, technical services and administrative costs, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest cost for the remaining portion of the Work performed.

OWNER'S ADDITIONAL TERMINATION RIGHTS

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

OWNER'S TERMINATION FOR CONVENIENCE

15.6 Upon 10 days' written Notice to CONTRACTOR, Surety and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, CONTRACTOR will be paid for Work executed and expense sustained plus a reasonable profit.

CONTRACTOR'S CONTINUING WORK DURING DISPUTES

15.7 CONTRACTOR shall carry on the Work and maintain the Construction Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree.

CONTRACTOR MAY STOP WORK OR TERMINATE

15.8 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or by an order of court or other public authority, or OWNER fails to pay CONTRACTOR any sum recommended by ENGINEER within 90 days of its presentation, then CONTRACTOR may, upon 10 days' written Notice to OWNER, terminate this Contract and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In lieu of terminating the Contract, CONTRACTOR may, upon 10 days' notice to OWNER, stop the Work until CONTRACTOR has been paid amounts then due.

ARTICLE 16-ARBITRATION

16.1 In the event that a claim, dispute or other question arises relating to the Contract Documents, except claims which have been waived by the making or acceptance of final payment or claims not subject to arbitration under applicable law, OWNER and CONTRACTOR may, by mutual agreement, submit the claim, dispute or matter to arbitration. In the event the parties agree to arbitration, the right to proceed to arbitration shall be subject to the terms and conditions in this Article.

16.2 The parties must agree on the specific claims, disputes or matters to be arbitrated. The written arbitration submission shall state the nature and circumstances surrounding the claim or dispute, state the amount claimed or relief sought, and the specific supporting provisions relied upon in the Contract Documents. The scope of the arbitration shall be strictly limited to matters defined in the arbitration submission.

16.3 Once the arbitration submission has been signed by both parties, it shall be submitted to the American Arbitration Association which shall proceed to process the case in accordance with the Construction Industry Arbitration Rules, except to the extent that the same have been modified by this Article and the arbitration submission.

16.4 The arbitration panel shall consist of one Professional Engineer or Architect, one Contractor, and one Attorney selected in accordance with the applicable rules of the American Arbitration Association. In lieu of the appointment of an Arbitration Panel to settle an existing claim or dispute, OWNER and CONTRACTOR may agree upon a permanent arbitrator or Arbitration Panel to decide all claims, disputes, and other matters relating to the Contract Documents.

16.5 The arbitrator or Arbitration Panel shall apply the terms and conditions of the Contract Documents to the claim, dispute or matter submitted to it and shall base its decision on said Contract Documents.

16.6 The arbitrator's or Arbitration Panel's decision shall be set forth in writing, shall state the decision on each claim, dispute or matter submitted, and the reason for each decision.

16.7 Once a written arbitration submission has been executed, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

16.8 During the pendency of the arbitration proceedings, CONTRACTOR covenants and agrees that CONTRACTOR shall continue to proceed with the Work required pursuant to the Contract Documents. In the event that CONTRACTOR is terminated by OWNER at any time prior to the issuance of the arbitrator's or Arbitration Panel's written decision, or if CONTRACTOR fails to proceed with the Work during the pendency of the arbitration proceedings, OWNER shall be entitled to obtain a court order enjoining the continuance of said arbitration proceedings by reason of such action.

ARTICLE 17-MISCELLANEOUS

17.1 Whenever any provision of the Contract Documents requires the giving of Notice, it shall be deemed to have been validly given, if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by certified mail or commercial carrier, with provision for receipt acknowledgement, to the last business address known to party who gives the Notice. Notice may also be made by facsimile transmission. In such case, Notice will be deemed received when the transmission is made. The party making such facsimile transmissions shall also forward a copy of such Notice by regular mail.

17.2 If any section, paragraph, clause or provision of the Contract Documents shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of the Contract Documents. The Article and paragraph headings in the Contract Documents are furnished for convenience of reference only and shall not be considered to be a part of the Contract Documents.

ARTICLE 18-RESIDENT PROJECT REPRESENTATIVE

GENERAL

18.1 Resident Project Representative is ENGINEER's Agent under the supervision of ENGINEER in matters pertaining to the on-site Work. Dealings with Subcontractors shall be through, or with knowledge of, CONTRACTOR.

DUTIES AND RESPONSIBILITIES

18.2 Resident Project Representative will:

A. Review the Construction Schedule, schedule of Shop Drawing submissions, and Schedule of Values prepared by CONTRACTOR, and consult with ENGINEER concerning their acceptability.

B. Attend preconstruction conferences, progress meetings, and other job conferences; chair meetings and maintain and circulate copies of minutes and notices thereof.

C. Serve as ENGINEER's liaison with CONTRACTOR, principally through with CONTRACTOR's Superintendent. Assist ENGINEER as OWNER's liaison when CONTRACTOR's operations affect OWNER's on-site operations.

D. Assist ENGINEER in obtaining from OWNER additional details or information when required for proper execution of the Work.

E. Receive Shop Drawings, Product Data and samples, submittals, and receive samples delivered at the site for ENGINEER's examination.

F. Advise ENGINEER and CONTRACTOR immediately of the commencement of any Work requiring a Shop Drawing of sample submission if the submission has not been approved by ENGINEER.

G. Conduct on-site observations of the Work to assist ENGINEER in determining compliance with the Contract Documents.

H. Report to ENGINEER whenever it appears that any portion of the Work does not conform to the Contract Documents or has been damaged prior to final payment; and advise ENGINEER when it appears any portion of the Work should be uncovered for observation or requires special testing, inspection or approval.

I. Verify that required tests, equipment and systems startups, and operating and maintenance instructions are conducted in the presence of required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER details of test procedures, startups, inspections, and operating and maintenance instructions.

J. Accompany inspectors representing public or other agencies having jurisdiction on the Project; record and report to ENGINEER on the outcome of these inspections.

K. Transmit to CONTRACTOR, ENGINEER's clarifications and interpretations of the Contract Documents.

L. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

M. Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings, Product Data and samples submissions, reproductions of original Contract Documents, including all

Addenda, Change Orders, additional Drawings, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

N. Maintain a log book, recording hours on the Site, weather conditions, data relative to extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, and general and specific observations of test procedures.

O. Consult with ENGINEER relative to scheduled major tests, inspections or start of critical phases of the Work.

P. Report accidents immediately to ENGINEER.

Q. Review applications for payment with CONTRACTOR and forward them with recommendations to ENGINEER, noting relation to the Schedule of Values, Work completed, and payment for materials and equipment not incorporated in the Work.

R. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and that this material is delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance of the Work.

S. Prior to, and as a condition of, recommending to ENGINEER issuance of a Certificate of Substantial Completion, Resident Project Representative will:

1. Prepare a list of incomplete or Defective Work.

2. Verify that all items required for Substantial Completion have been corrected or completed.

3. Secure agreement between OWNER and CONTRACTOR relative to responsibilities for utilities, heat, janitorial services, insurance, Project security, access by the parties, safety and any other matters.

4. Secure CONTRACTOR's specific Construction Schedule to fully complete the Work.

T. Conduct final inspection with ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

U. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

LIMITATIONS OF AUTHORITY

18.3 Resident Project Representative shall not guarantee or warrant CONTRACTOR's Work. Except upon written instructions of ENGINEER, Resident Project Representative shall not:

A. Authorize any deviation from the Contract Documents or approve any substitute Products.

B. Exceed limitations on ENGINEER's authority as set forth in the Contract Documents.

C. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's Superintendent, or expedite the Work.

D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

E. Advise on, or issue directions as to, safety precautions and programs in connection with the Work.

F. Authorize OWNER to occupy the Project in whole or in part.

G. Participate in specialized field or laboratory tests.

These Supplemental Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these supplemental Conditions will have the meanings indicated in the General Conditions. Additionsl terms used in these Supplemental Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

ARTICLE 4 – LANDS AND CONTROLS

AVAILABILITY OF LANDS

Add the following new paragraphs immediately after paragraph 4.2:

This Contract is subject to the provisions of the Vineyards Drain Land Owner Agreement Form, being one (1) page in length and being incorporated herein, in its entirety, by reference.

The Vineyards Drain Land Owner Agreement Form shall be filled out and submitted to the Engineer prior to accessing the Drain or completing work outside of the Drain easement.

VINEYARDS DRAIN
LANDOWNER AGREEMENT FORM

Property Owner(s): _____

Address: _____

Parcel No: _____

Impacted County Drain: Vineyards Drain

Request Permission To: _____

_____

_____

_____

_____

_____

We certify, as applicant, we are the legal owners of the property stated above.

As such, we hereby authorize _____, as the Contractor for the Vineyards Drain Improvements construction project to temporarily utilize our property to complete the scope of work indicated above.

We understand that the requested work is beyond the scope of said Drain project. We agree to waive any and all damages or claims against the Vineyards Drain Drainage District arising from work performed by said Contractor.

_____ _____
Owner's Signature Date

_____ _____
Contractor's Signature Date

ARTICLE 5 – BONDS AND INSURANCE

Add the following new paragraphs immediately after paragraph 5.2.F:

5.3 This insurance shall be written for the following minimum limits of liability and shall have an endorsement covering all CONTRACTOR'S obligations under the Contract Documents:

A. Worker's Compensation & Employer's Liability Insurance:

Worker's Compensation	Statutory
Employer's Liability	$500,000

B. Comprehensive General Liability (personal injury, bodily injury and property damage) - covering premises; underground, explosion and collapse hazard; products completed operations; independent contractors' property damage; personal injury and blanket broad form contractual liability.

General Aggregate	$2,000,000
Each Occurrence	$1,000,000

This Policy must include coverage for the liability assumed by the CONTRACTOR under the indemnity provisions of the Contract.

C. Automobile Liability Insurance (bodily injury and property damage) - covering all owned, hired and non-owned automobile equipment.

Combined Single Limit	$1,000,000

Coverage will also comply with all applicable automobile statutes and no-fault laws.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance may be arranged under a single policy for the full limits required or a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

OWNER'S LIABILITY INSURANCE

5.4 CONTRACTOR shall obtain Owner's Protective liability insurance in the name of OWNER and ENGINEER as agent for OWNER, with such provisions as will protect OWNER and ENGINEER from contingent liability under this Contract, and shall maintain and pay the premiums of such insurance. The amounts of coverage shall be the same as CONTRACTOR's liability insurance requirements in this Article.

CERTIFICATE OF INSURANCE:

5.5 Before commencing performance of Contract, CONTRACTOR shall furnish the OWNER with Certificates of Insurance evidencing:

A. Owner (Kalamazoo County Drain Commissioner) shall be listed as Certificate Holder.

B. The following shall be listed as additional insured:
1. Kalamazoo County Drain Commissioner
2. Land and Resource Engineering
3. Road Commission of Kalamazoo County
4. Texas Township
5. Vineyards Drain Drainage District
6. People of the State of Michigan

C. Insurer(s) affording coverage, acceptable to the OWNER.

D. Effective and expiration dates of policies.

E. That the OWNER will be given 30 days written notice of any cancellation, non-renewal or material change in any policy.

F. That the Contractual Liability Endorsement has been included in Comprehensive General Liability policy.

G. Any deductibles and/or self-insured retentions.

H. Any exclusions to policies which are not part of the standard form.

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Measurement and payment criteria applicable to the Work.

1.02 AUTHORITY:

A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this section.

B. The ENGINEER will take all measurements and compute quantities accordingly.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED:

A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the ENGINEER shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

1.04 MEASUREMENT OF QUANTITIES:

A. Measurement Devices:
1. Weigh Scales: Inspected, tested and certified.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested and certified.

B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook weights.

C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

D. Measurement by Area: Measured by square dimension using mean length and width or radius.

E. Linear Measurement: Measured by linear dimension, at the item centerline.

1.05 PAYMENT:

A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the ENGINEER multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 MEASUREMENT AND PAYMENT SCHEDULE:

A. The following schedule outlines the method of measurement and basis of payment to be used on this project. Requirements for materials and methods described under each unit price are included in the specification sections.

1. Mobilization (10% Max):
   a. Includes, but not limited to, the following in accordance with these Documents:
      i. Preparatory work and expenses incurred prior to beginning work onsite.
      ii. Transporting materials, personnel, and equipment to the job site.
      iii. Establishing temporary onsite construction facilities.
      iv. Insurances, bonding, and other costs associated with the project in general and not included in other pay items.
   b. Unit of Measure:
      i. Lump sum limited to 10% of the bid total.
      ii. 50% payment will be made after 5% of the original contract amount is earned.
      iii. Additional 50% payment will be made after 25% of the contract amount is earned.

2. Traffic Control:
   a. Includes furnishing, installing, and maintaining the following as indicated on the drawings and in accordance with the specifications:
      i. Furnishing all labor, materials and equipment as necessary to complete the Work.
      ii. Traffic control devices including barricades, barrels and signage as directed by the ENGINEER, OWNER or Road Commission of Kalamazoo County.
      iii. Maintaining access to residential driveways.
      iv. Maintaining one access lane at all times for emergency vehicles.
   b. Unit of Measure:
      i. Lump Sum.
      ii. 50% payment shall be made for installation of traffic control devices.
      iii. 50% payment shall be made after removal of traffic control devices

3. Utility Investigation and Protection:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. All labor, equipment and material required for excavation in vicinity of proposed improvements location ahead of the progress of the work to locate existing underground utilities.
      ii. Coordinating the removal, replacement, or relocation of utilities with the service provider as required for installing the proposed improvements and all appurtenances.
   b. Unit of Measure: Lump sum.

4. Soil Erosion and Sedimentation Control:
   a. Includes furnishing, installing, and maintaining the following as indicated on the drawings and in accordance with the specifications:
      i. Implement the soil erosion control plan including providing and maintaining the minimum required soil erosion and sedimentation control measures and any other measure necessary to adequately control soil erosion and sedimentation.
      ii. Provide and maintain soil erosion and sedimentation control measures.
      iii. Clean catch basins and storm sewers as required.
      iv. Remove temporary soil erosion and sedimentation control measures after site is stabilized.
   b. Unit of Measure:
      i. Lump Sum.

ii. 50% payment shall be made for installation of soil erosion and sedimentation control measures.
iii. 50% payment shall be made after removal of soil erosion and sedimentation control measures.

5. Clearing & Grubbing:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. Furnishing all labor, materials and equipment as necessary to complete the work.
      ii. Clear all trees and brush within the areas specified on the plans.
      iii. Cleanup and maintenance of the Work in the finished condition until final acceptance.
   b. Unit of Measure: Lump Sum.

6. Dewatering:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. All labor, equipment and material required to remove water from the work area. Including but limited to coffer dams, diversion piping, by-pass pumping, well points, sand bags, filter bags, peastone around pipes and structures or other approved methods to achieve the dewatering.
      ii. Cleanup and maintenance of the Work in the finished condition until final acceptance.
   b. Unit of Measure: Lump sum.

7. 1.5” Cold Mill & Overlay Pavement:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. Cold milling and disposal of bituminous pavement materials to limits as shown on plans or as needed to complete the work.
      ii. Cleanup and maintenance of the Work in the finished condition until final acceptance.
   b. Unit of Measure: Per square yard. Unless otherwise approved by engineer due to a change in project scope, paid quantity for 1.5” cold mill & overlay pavement will be based on plan quantity.

8. Remove & Replace Pavement:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. Sawcuting, removing and disposing of existing bituminous pavement to limits as shown on plans or as needed to complete the work.
      ii. Cutting, filling, shaping, grading, compacting, or otherwise preparing a finished subgrade.
      iii. Furnishing, placing and compacting sand subbase, aggregate base course, HMA leveling course and HMA surface course.
      iv. Paving bituminous surface.
      v. Cleanup and maintenance of the Work in the finished condition until final acceptance.
   b. Unit of Measure: Per square yard. Unless otherwise approved by engineer due to a change in project scope, paid quantity for remove & replace pavement will be based on plan quantity.

9. Remove & Replace Concrete Drive:
   a. Includes the following as indicated on the drawings and in accordance with the specifications:
      i. Sawcuting, removing and disposing of existing concrete pavement to limits as shown on plans or as needed to complete the work.
      ii. Cutting, filling, shaping, grading, compacting, or otherwise preparing a finished subgrade.
      iii. Furnishing, placing and compacting sand subbase.

iv. Furnishing and placing concrete surface ramps and detectable walking strips.
v. Provide and place reinforcement as specified.
vi. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Per square foot. Unless otherwise approved by engineer due to a change in project scope, paid quantity for remove & replace concrete sidewalk will be based on plan quantity.

10. Riprap End Treatment:
    a. Includes the following as indicated on the Drawings and in accordance with the Specifications:
        i. Furnishing all labor, materials and equipment as necessary to complete the Work including but not limited to rock and geotextile fabric.
        ii. Excavating and grading as necessary to complete the work.
        iii. Placing rock and geotextile fabric as indicated on the Drawings or as directed by the ENGINEER.
        iv. Adjustments as directed by the ENGINEER in order to ensure proper function.
        v. Cleanup and maintenance of the Work in the finished condition until final acceptance.
    b. Unit of Measure: Square Yard.

11. Open Channel Excavation (6:1 Sideslopes):
    a. Includes the following as indicated on the drawings and in accordance with the specifications:
        i. Excavating open channel to the lines and grades indicated on the Drawings.
        ii. Placing and leveling of spoil, or trucking of spoil as needed.
        iii. Removal and disposal of existing storm sewers, culverts, structures and appurtenance items where indicated on the plans.
        iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
    b. Unit of Measure: Linear foot of open channel as measured along the centerline of the survey stationing indicated on the Drawings.

12. Storm Sewer, 12-inch
13. Storm Sewer, 12-inch Perf. PE with Sock
14. Storm Sewer, 18-inch Perf. PE with Sock
15. French Drain:
    a. Includes the following as indicated on the drawings and in accordance with the specifications:
        i. Furnishing and installing all materials as required to complete the work including but not limited to pipe, joints, fittings, stone and filter sock.
        ii. Excavating, bedding and backfilling.
        iii. Removal and disposal of excess excavated material.
        iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.
    b. Unit of Measure: Linear foot as measured along the pipe centerline from end of pipe to end of pipe or centerline of drainage structure.

16. Core & Grout Structure:
    a. Includes the following as indicated on the drawings and in accordance with the specifications:
        i. Furnishing and installing all materials as required to complete the work including but not limited to pipe, fittings, grout, filter fabric and all other necessary appurtenances.
        ii. Coring existing storm sewer structure, grouting connection and covering with filter fabric.
        iii. Excavating, and backfilling.

iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Each.

17. Lateral Type 1

18. Lateral Type 2:

a. Includes the following as indicated on the drawings and in accordance with the specifications:

i. Furnishing and installing all materials as required to complete the work including but not limited to pipe, joints and fittings.

ii. Excavating, bedding and backfilling.

iii. Removal and disposal of excess excavated material.

iv. Cutting and removal of existing pipe.

v. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Each.

19. Manhole, 4-foot Diameter:

a. Includes the following as indicated on the drawings and in accordance with the specifications:

i. Furnishing and installing all materials as required to complete the work including but not limited to precast concrete drainage structure, casting, steps, flow channel, restrictive inlet pipes, orfices, caps and pipe connections.

ii. Furnishing, installing and adjusting casting to finished grade.

iii. Excavating, bedding and backfilling.

iv. Provide resilient connector between pipe and drainage structure for all pipe diameters less than or equal to 24-inch.

v. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Each.

20. 18-inch Nyloplast Drain Basin:

a. Includes the following as indicated on the drawings and in accordance with the specifications:

i. Furnishing and installing all materials as required to complete the work including but not limited to drainage structure, casting and pipe connections.

ii. Furnishing, installing and adjusting casting to finished grade.

iii. Excavating, bedding and backfilling.

iv. Provide resilient connector between pipe and drainage structure for all pipe diameters less than or equal to 24-inch.

v. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Each.

21. Irrigation Coordination and Replacement:

a. Includes the following as indicated on the drawings and in accordance with the specifications:

i. Furnishing and installing all materials as required to complete the work including but not limited to irrigation piping, valves, bends and heads.

ii. Removing and replacing irrigation system as necessary for installation of storm sewer.

iii. Coordinating with property owners to access and maintain irrigation systems.

iv. Cleanup and maintenance of the Work in the finished condition until final acceptance.

b. Unit of Measure: Lump sum.

22. Erosion Control Blanket:
    a. Includes the following as indicated on the drawings and in accordance with the specifications:
        i. Furnishing all labor, materials and equipment as necessary to complete the Work.
        ii. Placing and anchoring mulch blanket as inidated on the Drawings or as directed by the ENGINEER.
        iii. Cleanup and maintenance of the Work in the finished condition until final acceptance.
    b. Unit of Measure: Square Yard.

23. Restoration:
    a. Includes the following as indicated on the drawings and in accordance with the specifications:
        i. Furnishing and installing all materials as required to complete the work including but not limited to topsoil, seed, fertilizer, landscape items, and mulch.
        ii. Grading existing topsoil.
        iii. Placing seed daily.
        iv. Removing and replacing mailboxes, signs, and landscaping.
        v. Cleanup and maintenance of the Work in the finished condition until final acceptance.
    b. Unit of Measure: Lump sum.

PART 1-GENERAL

1.01 CONSTRUCTION SCHEDULES:

A. General:
1. Coordinate with work by others as explained in the General Conditions
2. CONTRACTOR shall notify the ENGINEER 72 hours prior to start of work or a major increase in the work force if these vary from schedule as submitted.

B. Form of Schedules:
1. CONTRACTOR shall prepare and submit a construction schedule in an acceptable format to the OWNER and ENGINEER.

C. Content of Schedules:
1. The construction project schedule shall include as a minimum:
a. Project start date.
b. Start dates and durations for each major trade group, work tasks or other subdivisions of the work.
c. Shop drawings, product data, and sample submittal dates and dates when reviewed copies will be required.
d. Equipment and/or material delivery dates if approved.
e. Total project duration and end date.

D. Updating:
1. Show all occurring changes of previous submission.
2. Show progress completion dates of each activity.
3. Submit a narrative report, if required by ENGINEER defining:
a. Problem areas: Impact of current and anticipated delay factors.
b. Schedule changes: Effect on other contractors.
c. Revision description: Effect of change of scope and duration of activities.

E. Submittal of Schedules:
1. The CONTRACTOR shall submit the initial detailed construction schedule within seven (7) days after the notice of award. ENGINEER will return copy within ten (10) days of receipt. The resubmittal, if required, shall be within (10) days.
2. An updated schedule shall be submitted on the first work day of each month.

F. Distribution:
1. The reviewed schedule shall be distributed by ENGINEER to:
a. The job site file.
b. OWNER.

1.02 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

A. General:
1. Where required by the specifications, the CONTRACTOR shall submit descriptive information which will enable the ENGINEER to advise the OWNER whether the CONTRACTOR's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications.

B. CONTRACTOR Responsibility:
1. CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The CONTRACTOR shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. If the information shows deviations from the specifications or drawings, the CONTRACTOR shall insure that there is no conflict with other submittals and notify the ENGINEER in each case where his submittal may affect the work of another

CONTRACTOR or the OWNER. The CONTRACTOR shall insure coordination of submittals among the related crafts and subcontractors.

2. The CONTRACTOR shall be responsible to check and verify all field measurements, all dimensions on shop and setting drawings and all schedules required for the work of all the various trades.
3. The CONTRACTOR may authorize in writing a material or equipment supplier to deal directly with the ENGINEER or with the OWNER in regard to a submittal. These dealings shall be limited to contract interpretations.
4. The CONTRACTOR shall stamp each submittal with stamp, initialed and signed, certifying to review of the submittal by the CONTRACTOR, verification of field measurements and compliance with Contract Documents.

C. Transmittal Procedure:

1. General:
   a. Submittals shall be submitted promptly in accordance with dates in proposals, approved schedules and in such sequence that there is no delay in the Work or the work of any other CONTRACTOR.
   b. Submittals regarding material and equipment shall be accompanied by the attached Transmittal Form identifying the equipment and any variations from these specifications. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole
   c. A unique number, sequentially arranged, shall be noted on the transmittal form accompanying each item's submittal. Original submittal numbers shall have the following format "XXX-Y:; where "XXX is the originally assigned submittal number, and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd and 3rd resubmittals, respectively. Submittal 25-B, for example, is the second resubmittal of submittal 25.
2. Deviation From Contract:
   a. If the CONTRACTOR proposed to provide material or equipment which does not conform to the specifications and drawings, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies. He shall prepare his reason for a change, including cost differential, and request a change order to cover the deviations.
3. Submittal Completeness:
   b. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

D. Review Procedure:

1. When the contract documents require a submittal, the CONTRACTOR shall submit five (5), and no more than eight (8), copies of all submittal data of which two (2) copies will be retained by the ENGINEER. For samples this number may vary. For samples, submit the number stated in each specifications section.
2. Unless otherwise specified, within 14 calendar days after receipt of the submittal, the ENGINEER shall review the submittal and return a minimum of three (3) copies which carry the ENGINEER's stamp of approval. The returned submittal shall indicated one of the following actions:
   a. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "FURNISH AS SUBMITTED". In this event the CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the submittal.
   b. If the review indicates limited corrections are required, submitted copies will be marked "FURNISH AS CORRECTED". The CONTRACTOR may begin implementing the work method by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.

c. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "REVISE AND RESUBMIT". Except at his own risk, the CONTRACTOR shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".

d. If the review indicates that the material, equipment or work method is not in general conformance with the drawings and specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations which have not been identified clearly may be rejected. Except at his own risk the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".

e. If the review indicates that the material or equipment is not from an acceptable manufacturer, as indicated in the specifications, copies of the submittal will be marked "SUBMIT SPECIFIED ITEM". Except as his own risk, the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".

E. Effect of Review of CONTRACTOR's Submittal:

1. Review of drawings, methods of work, or information regarding materials or equipment the CONTRACTOR proposes to provide, shall not relieve the CONTRACTOR of his responsibility for errors therein and shall not be regarded as an assumption of risks or liabilities by the ENGINEER or the OWNER, or by an officer or employee thereof, and the CONTRACTOR shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED" shall mean that the OWNER has no objection to the CONTRACTOR, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

1.03 RECORD DOCUMENTS:

A. Requirements:

1. The CONTRACTOR shall maintain on the construction site a minimum of one (1) complete set of contract documents amended by "RED LINE" or highlight inclusion to reflect the most immediate status methods, materials, and locations and routings of construction. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
2. At conclusion of work, the CONTRACTOR shall submit to the ENGINEER one (1) complete amended record set of these site documents.
3. Submittal shall be thirty (30) days prior to final payment.
4. Failure of the CONTRACTOR to maintain an up-to-date set of modified drawings on the project site shall be reason to withhold payments.

SECTION 01410 REGULATORY REQUIREMENTS

PART 1-GENERAL

1.01 SUMMARY:

A. This Section includes provisions for requirements and fees of regulatory agencies.

B. The General Conditions requires that Contractor obtain and pay for all construction permits. This Section includes provisions for specific permits but does not include all permits.

1.02 PERMITS:

A. Highway, Road or Street:
1. Work performed and operations of Contractor within the limits of rights-of-way shall fulfill the requirements of the authority having jurisdiction over and control of the rights-of-way.
2. Owner will obtain permits to occupy and maintain the utility in the rights-of-way, but contractor shall obtain permits to perform construction and shall furnish necessary insurance and bonds required by the authority.
3. Contractor shall obtain a written release from the authority having jurisdiction stating that all repairs within said rights-of-way have been completed to their satisfaction prior to final acceptance to Owner.

B. Soil Erosion and Sedimentation Control (Part 91, Act 451, PA 1994)
1. The Kalamazoo County Drain Commissioner's Office is the County Enforcing Agency (CEA) and a separate SESC permit is not required.
2. CONTRACTOR shall comply with the requirements and conditions of the CEA.

C. Owner has obtained EGLE/USACE joint permit No. WRP016384 v.1. A copy of the permit is included at the end of this section:
1. Contractor shall comply with the requirements and conditions of the permit.

NOTICE OF AUTHORIZATION

Permit Number: WRP016384 v. 1 **Date Issued: May 22, 2019**
Site Name: 39-7097 Chianti Circle- Mattawan **Expiration Date: May 22, 2024**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

☒ Part 303, Wetlands Protection.

Authorized activity:

Place an 18-inch diameter storm sewer outfall and approximately 5 cubic yards of end protection riprap in wetlands to provide a positive outlet for flooded properties. All work shall be done in accordance with the attached plans and permit conditions.

Property Location: Kalamazoo County, Texas Township, Town/Range/Section 03S12W17, Vineyards Subdivision

Permittee:
Jeffery Van Belle, Kalamazoo County Drain Commissioner
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

Derek Haroldson
Kalamazoo District Office
Water Resources Division
269-567-3567

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.

DEQ-WRD
WRP016384 v1.0
Approved
Issued On:05/22/2019
Expires On:05/22/2024

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Jeffery Van Belle, Kalamazoo County Drain Commissioner
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

Permit No:	**WRP016384 v.1**
Submission No.:	**HNK-VVMG-B8XEV**
Site Name:	**39-7097 Chianti Circle- Mattawan**
Issued:	**May 22, 2019**
Revised:	
Expires:	**May 22, 2024**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- ☐ **Part 301, Inland Lakes and Streams**
- ☒ **Part 303, Wetlands Protection**
- ☐ **Part 315, Dam Safety**
- ☐ **Part 31, Water Resources Protection (Floodplain Regulatory Authority)**
- ☐ **Part 323, Shorelands Protection and Management**
- ☐ **Part 325, Great Lakes Submerged Lands**
- ☐ **Part 353, Sand Dunes Protection and Management**

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Place an 18-inch diameter storm sewer outfall and approximately 5 cubic yards of end protection riprap in wetlands to provide a positive outlet for flooded properties. All work shall be done in accordance with the attached plans and permit conditions.

Property Location: Kalamazoo County, Texas Township, Town/Range/Section 03S12W17, Vineyards Subdivision

Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.

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C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
J. This permit shall not be assigned or transferred without the written approval of EGLE.
K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and

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specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.

T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).

U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.

V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.

W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.

X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.

Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

1. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA). Please contact Mr. Jason Wiersma, Kalamazoo CEA, at jlwier@kalcounty.org or at 269-384-8117 for more information or to obtain Part 91 approval.
2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
5. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
6. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

Issued By: _____

Derek Haroldson
Kalamazoo District Office
Water Resources Division
269-567-3567

DEQ-WRD
WRP016384 v1.0
Approved
Issued On:05/22/2019
Expires On:05/22/2024

cc: Texas Township Clerk
Jason Wiersma, Kalamazoo CEA
Andrew Cooper (7085 Chianti Circle, Mattawan MI 49071)
Timothy Brown (7097 Chianti Circle, Mattawan MI 49071)

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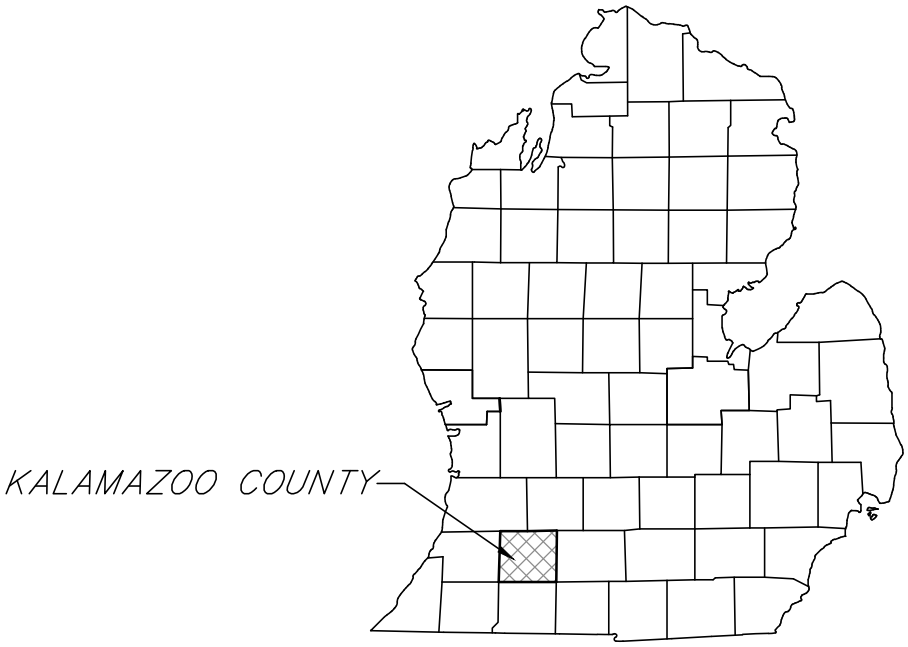
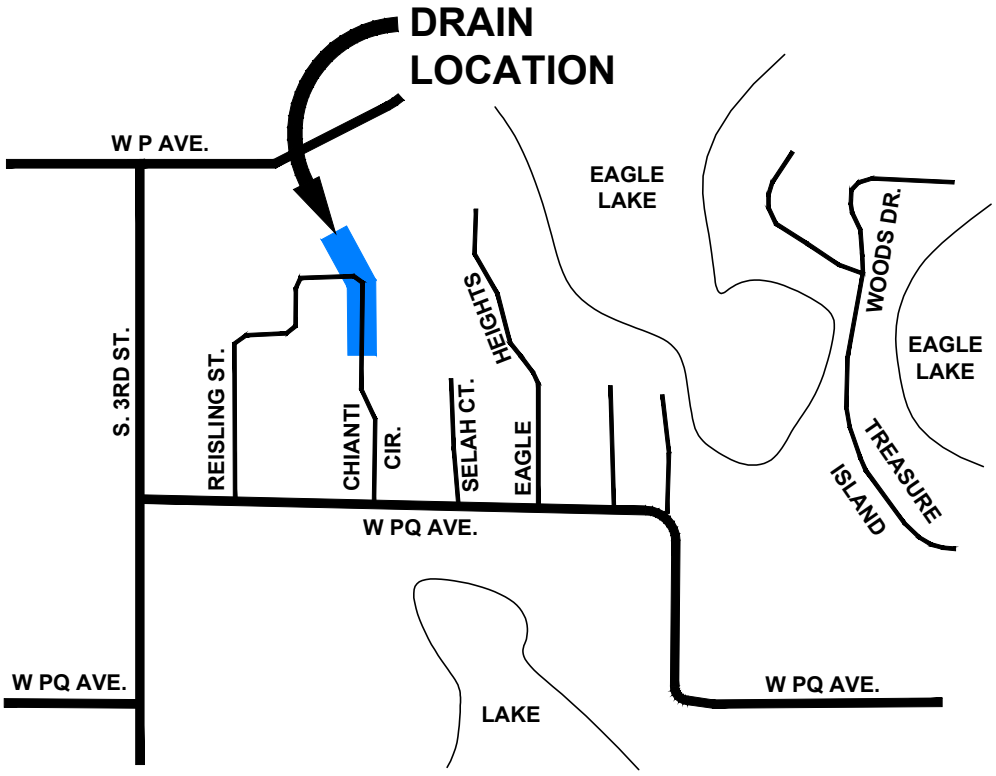
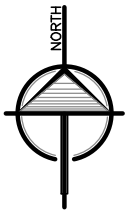


STATE MAP





VICINITY MAP

NOT TO SCALE

DATUM NAVD 88

LRE ENGINEERS & SURVEYORS
3800 W. River Dr. Ste. A
Comstock Park MI 49321
ph. 616.301.7888
fax. 616.784.0737
www.LREmi.com

LOCATION MAP

APPLICANT: KALAMAZOO COUNTY
TOWNSHIP: TEXAS TOWNSHIP
COUNTY: KALAMAZOO
NUMBER OF SHEETS: 1 OF 2
DATE: FEB 22, 2019

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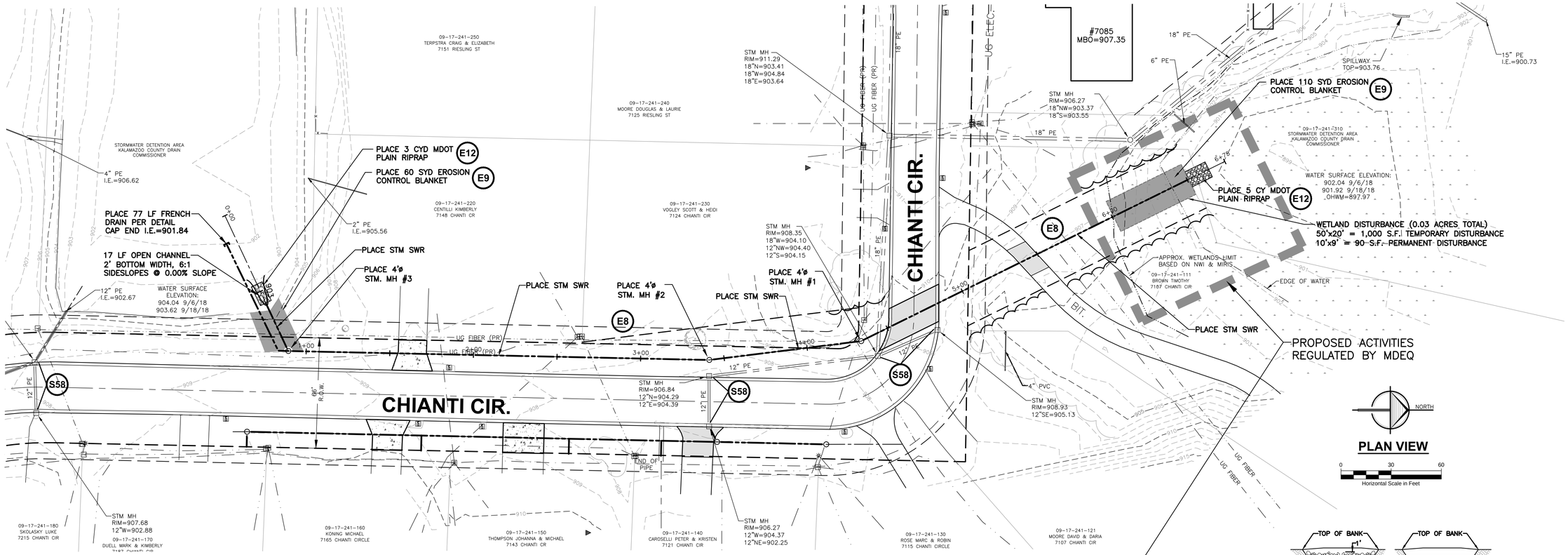
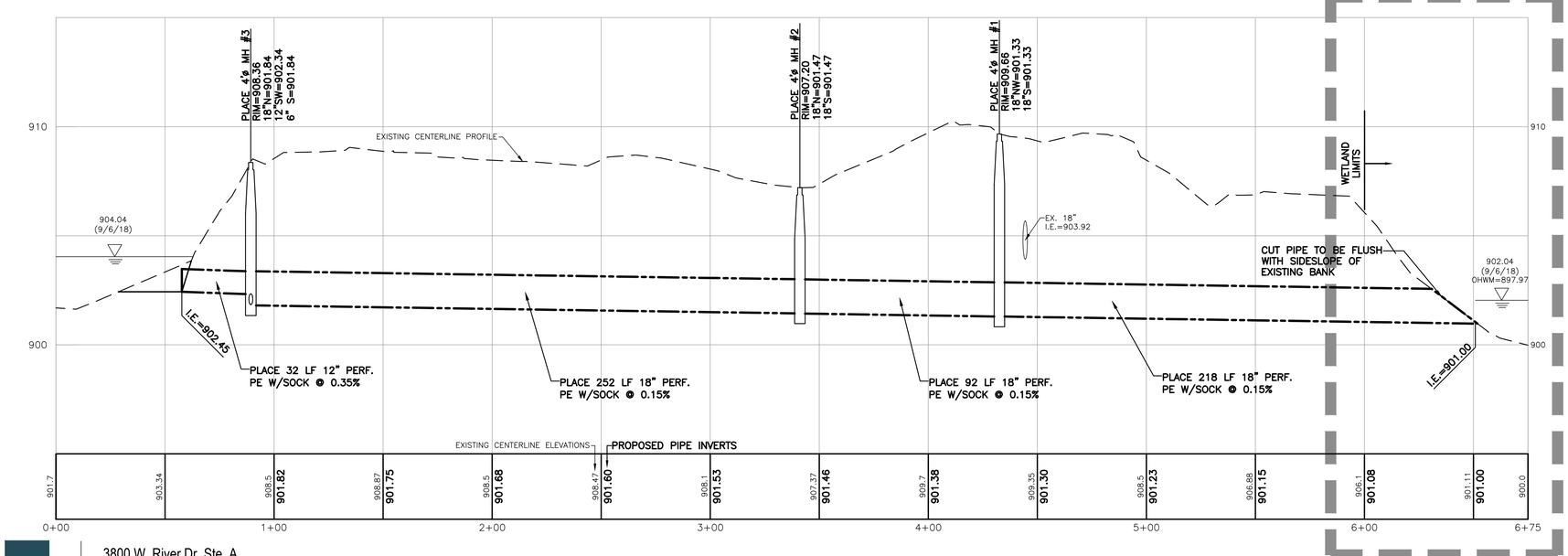
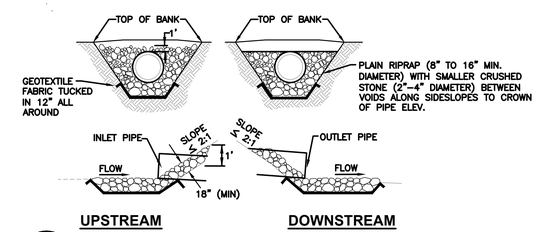




CENTERLINE PROFILE

SCALE: HORIZONTAL: 1" = 30'
VERTICAL: 1" = 3'



E12 **RIPRAP END TREATMENT DETAIL**
NOT TO SCALE

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET S-E-S-C KEYING SYSTEM

E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9	MULCH BLANKETS		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
E12	RIPRAP		Use along shorelines, waterways, or where concentrated flows occur. Slows velocity, reduces sediment load, and reduces erosion.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.

LEGEND

PROPOSED CONCRETE WALKS & SURFACES

PROPOSED STANDARD PAVEMENT SECTION

LRE ENGINEERS & SURVEYORS
3800 W. River Dr. Ste. A
Comstock Park MI 49321
ph. 616.301.7888
fax. 616.784.0737
www.LREmi.com

DATUM NAVD 88

PLAN & PROFILE

APPLICANT: KALAMAZOO COUNTY
TOWNSHIP: TEXAS TOWNSHIP
COUNTY: KALAMAZOO
NUMBER OF SHEETS: 2 OF 2
DATE: FEB 22, 2019

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By:NATE

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PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work Included:
1. Provide permanent and/or temporary erosion and sedimentation control as called for on the plans.

B. Intent and Purpose of Control:
1. Keep disturbed areas small.
2. Stabilize and protect disturbed areas as soon as possible.
3. Keep storm water runoff velocities low.
4. Protect disturbed areas from runoff.
5. Retain sediment within the corridor or site area.

C. Method of Measurement and Basis of Payment:
1. Temporary Measures - Incidental to construction.
2. Permanent Measures - See Proposal for pay item.

1.02 PERMIT:

A. Soil Erosion and Sedimentation Control (Part 91, Act 451, PA 1994)
1. The Kalamazoo County Drain Commissioner is the County Enforcing Agency (CEA) and a separate SESC permit is not required.
2. CONTRACTOR shall comply with the requirements and conditions of the CEA.

1.03 JOB CONDITIONS:

A. Scheduling:
1. Control measures shall be constructed prior to the time construction starts uphill or upstream from the control measure location.
2. Removal and cleanup of temporary control structures: Within one week after control measure is no longer needed.

PART 2 – PRODUCTS

2.01 MATERIALS:

A. Seeding:
1. MDOT, Sec. 816.02, 917.12
2. Temporary Measures: MDOT Table 816-2, 917-1.
3. Permanent Measures: MDOT Table 816-1.

B. Topsoil:
1. Temporary Measures: Not required unless readily available.
2. Permanent Measures: MDOT 816.02.

C. Mulching:
1. Temporary and Permanent Measures: MDOT 816 shall apply. Required as specified on plans and/or in Project Specifications.

D. Riprap:
1. Crushed Cobblestone: Sound, non-stratified, durable rock free from structural defects. Material shall be range in dimension as indicated on the Drawings. MDOT 916.01 shall apply.
2. Limestone: Sound, non-stratified, durable rock free from structural defects. Material shall range in dimension as indicated on the Drawings. MDOT 916.01 shall apply.
3. Broken Concrete: Sound, non-stratified, durable concrete free from structural defects, debris, reinforcing steel, metal, paint, soil, etc. Material shall range in dimension as indicated on the Drawings. MDOT 916.01 shall apply.

E. Geotextile Fabric:
1. Mirafi 140N or approved equal.

PART 3 - EXECUTION

3.01 PERFORMANCE:

A. General:
1. Abide with all applicable rules and regulations as established by the State of Michigan and the local governmental unit pursuant to Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, Act 451, PA 1994.
2. Achieve Effective Erosion Control:
a. Provide all materials.
b. Promptly take actions necessary to prevent off Site sedimentation.
3. Maintain erosion controls.
4. Remove temporary soil erosion and sedimentation control measures once permanent measures are established and accepted by the ENGINEER.
5. Even though a specific erosion control measure is not called out on the plans, this does not relieve the CONTRACTOR from his obligation under the above Act to properly control and/or prevent all erosion caused by the CONTRACTOR's construction operation.

B. Sediment Removal:
1. Take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer or open ditch along the construction route before said sewer or ditch discharges into a stream or pond.
2. If eroded material is allowed to enter a storm sewer system it shall be the CONTRACTOR's responsibility to see that all catch basins and manholes are cleaned following construction prior to receipt of final payment. Unless the CONTRACTOR can document positively to what extent an existing storm sewer system along the construction area is silted in prior to construction, no credit will be allowed for cleaning the system stem.
3. The CONTRACTOR shall be responsible for maintaining the roadways in a passable condition until the paving is completed. This includes any maintenance necessary for dust control.

3.02 SEEDING:

A. Scheduling:
1. Within 7 days from the time the area was first disturbed.
2 Banks: Within 24 hours from the time the area was first disturbed.
3. Seasonal Limitations:
a April 20 through November 1.
a. Dormant seeding after November 1 to freeze up.

B. Sowing:
1. Sow the seed following or in conjunction with the fertilizer and while the seed bed is in a friable condition.
2. Do not sow seed through mulch.

C. Method:
1. Broadcast: Do not seed when wind velocity exceeds 5 miles per hour.
2. Mechanical drills.
3. Hydroseeder:
a. Use only equipment specifically designed for hydraulic seeding application.
b. Mix seed, fertilizer and pulverized mulch in water until uniformly blended into homogeneous slurry.
c. Continue mixing during application.

D. Inspection:

1. Visually inspect for uniform distribution.
2. Reseed areas as required to establish a uniform and stable stand of grass.

E. Finishing: Incorporate seed into the upper 1/2-inch of soil.

3.03 TEMPORARY VEGETATIVE COVER:

A. General:
1. Provide temporary seed if permanent measures will not be placed within 15 days of initial disturbance and area will not undergo further earth change within 15 days of initial disturbance:
2. Within 15 days from the time final grade has been established, provide permanent soil erosion and sedimentation control measures.

B. Seed: Apply uniformly at a minimum rate of 70 pounds per acre.

C. Mulch: As needed to effectively control soil erosion.

3.04 MULCH BLANKET:

A. General: Directions of installation, staple patterns and other requirements in accordance with Manufacturer's directions.

B. Location: Where indicated on the Drawings or as directed by the ENGINEER.

3.05 RIPRAP:

A. General:
1. Includes riprap bank stabilization and riprap end treatment.
2. Conform to slopes and dimensions indicated on the Drawings.

B. Grading:
1. Excavate to finished grade of required section and slope.
2. Excavate header and footer trench at upstream and downstream toe.

C. Geotextile Fabric:
1. Place geotextile fabric beneath all riprap areas.
2. Extend geotextile fabric into trenches for anchorage at upstream and downstream.

D. Placing Riprap: As indicated on the Drawings or as directed by ENGINEER.

E. Maintenance: Regrade, relay riprap and geotextile fabric as necessary.

3.06 OPEN CHANNEL EXCAVATION

A. Power equipment such as bulldozers shall not enter the water unless approved by ENGINEER.

B. Complete excavation, clearing, grubbing, snagging, tree cutting, pulling, raking, and related work in such a way as to minimize erosion of soil in the areas in which work is completed.

C. Channel banks and other disturbed areas.
1. Stabilize within 24 hours after a disturbance unless otherwise approved by ENGINEER.
2. In no case shall banks be left un-stabilized for more than 7 days.

D. Construct sediment basins or traps prior to excavation.

E. Comply with measures for soil erosion and sediment control as indicated on the Drawings.

3.07 AIRBORNE SEDIMENT

A. Dust Control:
1. Use legal means necessary to control dust on and near the Work and on and near off Site borrow areas if such dust is caused by CONTRACTOR's operations during performance of the Work or if resulting from the condition of the Site when earthwork operations are suspended.
2. Treat haul roads, delivery roads, temporary Site access roads and other surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the Site, and as directed by ENGINEER.
3. Periodically scrape and broom adjacent streets and paved areas to remove tracked dirt.

B. Wind Erosion:
1. Erect and maintain barriers to prevent migration of windblown sediment off Site.
2. Conduct operations in such a manner as to minimize the amount of Site area exposed to wind erosion.
3. Be responsible for removal of windblown sediments deposited off Site, including costs for repairs required due to sediment deposition and removal.

PART 1 - GENERAL

1.01 STAKING:

A. Construction staking will be furnished by the OWNER through the ENGINEER as needed on the following basis:

1. Gravity pipeline: One staking: Line and grade points at each structure or appurtenance, 50 feet upstream from structure, and at 100 foot station intervals.

B. CONTRACTOR shall order the staking Three (3) working days in advance of the need for said staking.

1.02 RESTAKING:

A. If restaking or additional staking is required, it shall be performed by the ENGINEER at the CONTRACTOR'S expense.

PART 1 - GENERAL

1.01 DESCRIPTION

A. Cleaning:
1. General:
a. Manufactured products: Manufacturer's instructions.
b. Clean-up during construction: Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations.
c. Final clean-up: Remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all surfaces; leave the work clean and ready for occupancy.
2. Delinquency:
a. Remedies: Failure to clean-up promptly is considered to be defective Work:
(1) Payment: Per ARTICLE 14 of SECTION 00700, GENERAL CONDITIONS.
(2) OWNER may correct per ARTICLE 13 of SECTION 00700, GENERAL CONDITIONS.

B. Work Record Documents:
1. Maintenance of Documents:
a. Maintain 1 copy at jobsite in good order of:
(1) Contract Drawings.
(2) Specifications.
(3) Addenda.
(4) Reviewed shop drawings.
(5) Change Orders.
(6) Other contract Modifications.
b. Filing: Work specification format.
c. Accessibility: To OWNER and ENGINEER.

2. Recording:
a. Keep record documents current.
b. Contract Drawings: Legibly mark to record actual construction:
(1) Field changes of dimension and detail.
(2) Changes made by Change Orders and Bulletins.
(3) Details not on original contract Drawings.
c. Specifications and Addenda: Legibly mark up each SECTION to record:
(1) Manufacturer, trade name, catalog number and supplier of products actually installed.
(2) Changes made by Change Orders and Bulletins.
(3) Other matters not originally specified.

3. Submittal:
a. Transmittal letter: Contain:
(1) Date.
(2) Project title and number.
(3) CONTRACTOR'S name and address.
(4) Title and number of each record documents.
(5) Certification that each document as submitted is complete and accurate.

SECTION 02220 SITE DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Demolition, removal of existing structures, equipment, and related work necessary to complete the project as shown or specified is a part of the Contract unless otherwise noted.

1.02 PERMITS:

A. Permit for transport and disposal of debris by CONTRACTOR.

B. Submit demolition procedures and operational sequence for review and approval by ENGINEER.

1.03 PROTECTION:

A. Provide and place bracing or shoring as required for safety and/or support of structures.

B. Protect and maintain utility services.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. CONTRACTOR maintains possession of all materials being demolished.

B. Carefully remove, store and protect for reinstallation all equipment so designated.

C. Carefully remove, clean and deliver salvaged materials to the OWNER's storage area.

PART 3 - EXECUTION

3.01 DEMOLITION:

A. Completely demolish above grade structures and appurtenances to extent indicated on drawings and in specifications. Remove all scrap materials from site. Demolish in an orderly and careful manner. Install plugs or blind flanges on pipes as indicated or implied.

B. Do not remove underground piping which is to be abandoned, except where it interferes with new construction or is specifically noted for removal. Plug cut ends of abandoned underground piping with non-shrink grout.

C. The major structures and equipment to be demolished include:
1. Roads and Driveways.

3.02 REPAIR:

A. Repair damage to adjacent structures, piping, and conduits.

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This work consists of clearing, selective thinning and application of any growth preventive material where required. CLEARING: Shall consist of cutting, removing from the ground, and disposing of trees, stumps, brush, shrubs, and other vegetation occurring within the project site which interfere with excavation, embankment, channel flow or clear vision, or are otherwise noted on the construction drawings to be removed and includes the preservation from injury or defacement of all vegetation and objects designated to remain. Where removal of a stump may result in damage to existing utilities, the stump shall be removed by chipping to a depth of at least one foot below the finished ground surface. Other stumps may be removed by chipping when approved by the ENGINEER. Any trees or shrubs that are designated to be saved but are damaged by the CONTRACTOR's operations shall be repaired or replaced by the CONTRACTOR, as directed by the ENGINEER, at no additional cost to the Owner.

1.02 PERMITS:

A. Permit for transport and disposal of debris by CONTRACTOR.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Except as noted the CONTRACTOR maintains possession of all materials being demolished.

B. Growth preventative material shall be provided by OWNER and applied by a certified applicator.

PART 3 - EXECUTION

3.01 GENERAL:

A. Limits of Work:
1. Clearing as indicated on the drawings.
2. Grubbing is not required except where tree roots interfere with construction.

B. Precautions: Avoid damage to stable, vegetated channel banks, or to trees and shrubs that are not designated for excavation or removal during completion of the clearing operations.

C. Ownership:
1. The property owner shall have the option of retaining ownership of trees that are removed on his property.
2. CONTRACTOR shall notify the property owner of CONTRACTOR's schedule for clearing in order to allow a reasonable amount of time for removal of material by the property owner.
3. If the owner of the property to be cleared requests to maintain possession of the material to be cleared the CONTRACTOR shall have the property owner complete the Land Owner Agreement Form found in the Supplemental Conditions. Cleared material claimed by the property owner shall be placed outside of the drain easement
4. Trees, stumps, etc., that are not removed by the property owner after a reasonable amount of time shall become the property of CONTRACTOR and shall be removed or disposed of in accordance with the Specifications.

3.02 CLEARING:

A. Cutting:
1. Cut trees and brush a maximum of 4 inches above the ground.
2. Remove tree tops and limbs prior to cutting the entire tree if necessary to avoid damage to adjacent structures or trees that are not designated for removal.
3. The final cut shall be an even cut, parallel with the ground.

B. Log Jams, Deadfall and Debris:
1. Trees, log jams, deadfall and debris within the drain cross section shall be removed.

C. Access:
1. Restrict equipment access for Clearing operations to areas indicated on the Drawings or as designated by ENGINEER.
2. Equipment shall remain outside of the channel limits unless authorized by ENGINEER.

D. Fruit Trees: Clear only when authorized by ENGINEER.

3.03 GRUBBING:

A. Stump Removal: See Plans.

B. Stump Treatment: See Plans.

C. Utilities:
1. Notify ENGINEER of instances in which stump removal may result in damage to existing utilities or culverts.
2. Be responsible for damage to utilities that may result from stump removal.

3.04 DISPOSAL:

A. Trash, debris and other nonwoody material: Sort out and dispose of in a licensed landfill.

B Removal: All trees, brush, stumps and other woody material shall be removed from the Site shall become the property of CONTRACTOR.

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The work includes temporary dewatering to permit construction of utilities and structures in dry conditions.

1.02 SUBMITTALS:

A. Proposed dewatering method including operational data and installation/procedure schedule. Approval is required prior to installation.

1.03 JOB CONDITIONS:

A. Private Wells and Property:
1. Responsibility: All damage and interruption resulting from temporary dewatering operations by CONTRACTOR.
2. Interruption: Limited to 4 hours.

B. Discharge Disposal:
1. To OWNER'S systems: Permission required.
2. Surface discharge: Permit and sedeimentation/erosion control plan required.

C. Scheduling: Removal and clean-up promptly following utility or structure installation.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. General: Adequate for purposes intended.

PART 3 - EXECUTION

3.01 PERFORMANCE:

A. Provide and maintain temporary dewatering system to insure dry working conditions until installation of utility or structure is completed.

B. Prevent hydraulic stressing of structures.

C. Internal Dewatering: Provide where bulkheads are to be removed.

D. Plug and abandon dewatering wells per requirements of the State of Michigan's Mineral Well Act, Act 315 of P.A. of 1969.

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The work includes earthwork for foundations, floor slabs, miscellaneous exterior concrete, asphalt pavements, yard piping and rough site grading.

1.02 REFERENCES:

A. MDOT - Michigan Department of Transportation, "Standard Specifications for Construction," 2012 ed.

B. American Society of Testing Materials, latest edition.

1.03 DEFINITIONS:

B. Optimum Moisture - Percentage of water at maximum density.

C. Borrow - material required for earthwork construction in excess of the quantity of suitable material available from required excavation grading or cutting. Borrow may be necessary even though not shown on the plans.

D. Suitable Excavated Material - mineral (inorganic) soil free of cinders, refuse, sod, boulders, rocks, pavement soft or plastic clays, vegetable or other organic material capable of being compacted as specified. Moisture content has no bearing on the suitability of materials to be used.

E. Granular Material - Coarse grained materials having no cohesion, which derive their resistance to displacement from internal stability.

F. Cohesive Material - Fine grained material which produces resistance to displacement by mutual attraction between particles. Clays are cohesive.

G. Rough Grade - earth grade before placing structure or landscaping.

H. Subgrade - earth grade upon which a pavement structure is to be placed.

I. Rock Excavation: - Boulders or rock weighing 4,000 pounds (approximately one cubic yard) or more and all solid or ledge rock, slate, shale sandstone and other hard materials that require continuous use of pneumatic tools, heavy rippers or continuous drilling and blasting for removal. Pavements are not included.

J. Proof Rolling - applying test loads over the rough grade or subgrade surface by means of a heavy pneumatic tire roller or other approved means, to locate and permit timely correction of deficiencies likely to adversely affect performance of the pavement structure.

1.04 JOB CONDITIONS:

A. If during progress of the work, testing indicates that materials do not meet specified requirements, remove defective work and replace at no cost to the OWNER.

B. Protect and preserve all public and private property including existing vegetation, landscape features, monuments within, along and adjacent to the work area.

C. Moisture content has no bearing on the suitability of material to be used.
1. The moisture content of a material, however, may be such that its use will require extensive manipulation to achieve required compaction.
2. It is the contractor's responsibility to determine the economics of using or disposing and replacing of such materials.
3. Materials determined by the contractor to be uneconomical for use may be disposed of off-site or on-site in areas approved by the ENGINEER and replaced with other material at no additional cost to the OWNER.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Fill:
1. Granular Material: MDOT 902.11, Table 902-3, Class III limited to 2.0 inch maximum size.
2. Select Granular Material MDOT 902.11, Table 902-3 Class II or IIa limited to 1.0 inch maximum size.
3. Suitable Excavated Material:
a. Free of cinders, ashes, refuse, sod, boulders, rocks, pavement, soft or plastic clays, and vegetable or other objectionable organic material and capable of being compacted as specified herein.
b. Moisture content has no bearing on the suitability of materials.

B. Topsoil: Surface soils containing organic matters and productive of plant life.

C. Pipe Bedding: Compact granular material.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Clearing and Grubbing:
1. Remove trees and shrubs not indicated to be preserved, as required.
2. Grub out all roots.
a. To a minimum depth of 4 feet below finished grade within roadways.
b. To a minimum depth 2.0 feet below finished grade other location.
3. Remove all debris from site resulting from clearing and grubbing.

B. Topsoil: Remove from all areas of new construction and stockpile on site in designated areas.

C. Utilities:

1. Before starting excavation establish location and extent of underground utilities occurring in work area.
2. Notify utility companies to remove and relocate lines which are in conflict with design locations.

D. Protect Plantings and other features to remain as part of final landscaping.

3.02 EXCAVATION:

A. Excavate as required for construction of the work. Utilize or dispose of excavated materials as required.
1. Protect excavation by shoring, bracing, sheet piling or other methods as required.
2. Remove unsuitable material to firm underlying soils beneath footings, pipelines, floor slabs, paved areas and walks.

B. Preparation of Subgrade:
1. Compact top 12 inches of subgrade under footings, slabs, pavement structure areas and walks to 95% maximum density unless otherwise specified.
2. Compact top 12 inches under landscaped areas to 85% maximum density.

C. Utilities:
1. Maintain, reroute or extend as required, existing utility lines to remain which pass through excavation area.
2. Protect utility services uncovered by excavation.
3. Cap off, plug or seal, discontinued utility services and remove from site within excavated areas.

3.03 FILL:

A. Under Roadways: Suitable excavated material or granular material placed in layers maximum 9.0 inch deep compacted to 95% maximum density.

B. Landscaped Areas: Suitable excavated material or granular material placed in layers maximum 12 inch deep compacted to 85% maximum density.

3.04 ROUGH GRADING:

A. Rough grade to levels, profiles, contours and elevations required for finished grades and surface treatment.

B. Maintain the following, rough grades unless otherwise directed by ENGINEER:
1. Sidewalk - 4 inches below finished grade.
2. Pavement surfaces - as shown.
3. Landscape areas - 4 inches below finished grades to receive topsoil.

3.05 PROOFROLL SUBGRADE SURFACE

A. Two complete passes over area to receive pavement structure.

B. Correct deficiencies disclosed during proof rolling:
1. Fill depressions with compacted material similar to subgrade soil.
2. Undercut areas not providing satisfactory support for pavement structure
a. Fill with compact granular material
b. Place geotextile material when soil below undercut will not satisfactory support construction equipment or when directed by ENGINEER.

3.06 DEWATERING: See also Section 02240

A. Provide dry excavations until structures have been placed and fill is complete.

B. Provide and maintain slopes, crowns, ditches and ponds to insure satisfactory surface drainage at all times.
1. Construct ditches and other drainage facilities necessary to remove ponded water as soon as practical to provide dry work area for progression of the work.
2. Interruption of surface drainage or underdrainge: Provide temporary drainage facilities until permanent drainage work complete.

3.07 COMPACTION:

A. Properly place and compact all required materials and exert proper control over the moisture content of the material and other details necessary to obtain satisfactory results.
1. Remove materials that cannot be compacted with manipulation and/or moisture control.
2. Replace with suitable excavated materials or granular materials at no cost to the OWNER.

B. Correct any deficiencies resulting from insufficient or improper compaction. Retest if required.

C. Provide equipment and personnel for access to test locations when requested by ENGINEER.

D. Moisture - Density Relationship
1. Cohesive (Clays) Or Granular (Sands) Soils - ASTM D1557 (Modified Proctor).
2. Granular (Sands) Soils - Michigan Cone Test.

E. Testing: by ENGINEER or OWNER approved independent laboratory.

3.08 SURPLUS MATERIALS:

A. Surplus excavated or unsuitable excavated material becomes the property of the CONTRACTOR.

B. Dispose of surplus or unsuitable excavated materials off site or on-site in areas designated by Engineer.

C. Disposal On Site : In accordance with MDOT 205.03.

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This section includes the work required for trenching, excavating and backfilling, clearing, special pipe foundations, and special work below grade.

1.02 DEFINITIONS:

A. Maximum density: Maximum dry weight in pounds per cubic foot of a specific material.

B. Optimum moisture: Percentage of water at maximum density.

C. Rock excavation: Includes all boulders or rock weighing 400 pounds (approx. one cubic yard) or more and all solid or ledge rock, slate, shale, sandstone, and other hard materials that require continuous use of pneumatic tools, heavy rippers, or continuous drilling and blasting for removal. Pavements are not included.

D. Suitable Excavated Material: Mineral (inorganic) soil free of cinders, refuse, sod, boulders, rocks, pavement, soft or plastic clays, vegetable or other organic material and capable of being compacted as specified. Moisture content has no bearing on the suitability of materials to be used.

E. Granular Material: Coarse grained material having no cohesion, which derives its resistance to displacement from internal stability.

F. Cohesive Material: Fine grained material which derives its resistance to displacement by mutual attraction between particles of the mass, involving forces of molecular origin (i.e. Clays are considered cohesive).

1.03 REFERENCES:

A. MDOT - Michigan Department of Transportation, "Standard Specifications for Construction," 2012

B. MDOT – Density Control Handbook, latest edition.

C. American Society of Testing Materials, latest edition.

1.04 SUBMITTALS:

A. Quality Assurance/Control Submittals: For imported materials:
1. Source.
2. MDOT classification.
3. Gradation.

B. Testing and Inspection Reports: Written reports shall be submitted to ENGINEER, with copy to the CONTRACTOR, documenting testing and/or inspection results. Tests shall include:
1. Test results on borrow material.
2. Gradation analysis for granular backfill and sub-base materials.
3. Field reports for in-place soil density tests.

1.05 JOB CONDITIONS:

A. Obtain and comply with construction permits from agencies having jurisdiction over the work.

B. Scheduling: Clean up promptly following utility installation backfilling.

C. Dust Control: Broom or apply dust palliatives as needed.

D. Existing Structures, Utility Structures, and Utilities:
1. Call MISS DIG to locate existing underground utilities prior to starting excavation.

2. Where utilities, utility structures or structures are encountered which are in active use:
   a. Provide adequate protection for them.
   b. Be responsible for damage to them.
3. Provide stand-by utility service if temporary removal is necessary for a period exceeding 2 hours.
4. Where utility service connections to occupied buildings must be temporarily disconnected, give 48 hours notice to the affected occupants of the time and duration of the anticipated shutoff.
5. Notify Fire Department 48 hours in advance if water main or fire supply line shutoff is required.
6. Raise, lower, or move underground utilities, utility structures or structures which interfere with the utility or utility structure being constructed as part of this Work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. General:
   1. Approval Required: Material shall be subject to the approval of ENGINEER.
   2. Notification: For approval of imported material, notify ENGINEER at least 1 week in advance of intention to import material, designate the proposed borrow area, and permit ENGINEER to sample as necessary from the borrow area for the purpose of making acceptance tests to prove the quality of the material.

B. Material Sources and Uses:
   1. Imported Material:
      a. Stone stabilization course.
      b. Bedding.
      c. Trench backfill.
   2. Native material unless quantity is not sufficient; then shall be imported material: Suitable material.

C. Stone Stabilization Course:
   1. Crushed Stone: MDOT 6A or crushed concrete ranging from 1 to 3 inches in nominal diameter and containing less than 7 percent passing the No. 200 sieve.
   2. Filter Fabric:
      a. By Mirafi; Amoco; Exxon; Nicolon; or equal.
      b. Monofilament polypropylene heavy, woven fabric.
      c. Equivalent opening size of 70.

D. Bedding:
   1. For Pipes Less Than 36 Inches:
      a. MDOT 902 Granular Material Class II modified to 100% passing a 1/2-inch sieve, or
      b. MDOT 902 Coarse Aggregate 17A or 26A.
   2. For Pipes and Structures 36 Inches and Larger: See Drawings.

E. Trench Backfill: MDOT 902 Granular Material Class II.

F. Suitable Material:
   1. Native Material Which is Used as Backfill:
      a. Exclusive of gray or blue clay, peat, organic matter, or frozen lumps.
      b. Containing no rocks or lumps over 3 inches in greatest dimension.
      c. Having a moisture content such that material is capable of being compacted to 90% maximum density.
   2. MDOT 902 Granular Material Class II if native material is not adequate in opinion of ENGINEER.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Conflicting Utilities:
1. Before starting excavation, establish location and extent of existing utilities in work area.
2. Establish potential conflict areas prior to construction.
3. Excavate and expose existing utilities presenting potential conflict to determine their exact location and elevation.
4. Provide adequate means of support and protection during operations.
5. Advise ENGINEER of conflicts and obtain instructions on how to proceed.
6. Make adjustments in proposed utility location at no additional cost to OWNER.
7. Make arrangements with owner of existing utility for relocation, if necessary.
8. Schedule work accordingly.

B. Signs, mailboxes, fences and other movable surface features:
1. Witness location prior to removal. Relocate to accessible location and maintain during construction.
2. Upon completion of construction, replace to original position and condition.
3. Replace regulatory traffic control signs immediately after utilities are placed and backfilled.

C Property Irons
1. Protect existing property irons at edge of right-of-way. If property iron must be removed for construction, the CONTRACTOR shall have a registered professional surveyor witness the property iron(s) prior to disturbance and replace the existing property iron(s) at the CONTRACTOR'S expense.

D. Clearing and Grubbing:
1. Remove trees and shrubs not indicated to be preserved, as required.
2. Grub out all roots.
   a. To a minimum depth of 4 feet below finished grade within roadways.
   b. To a minimum depth 2.0 feet below finished grade other location.
3. Remove all debris from site resulting from clearing and grubbing.

E. Topsoil: Remove from all areas of new construction and stockpile on site in designated areas.

F. Protect Plantings and other features to remain as part of final landscaping.

3.02 EXCAVATION:

A. General:
1. Dispose of surplus and unsuitable excavated material.
2. Remove, salvage and stockpile topsoil on-site in area designated by ENGINEER.
3. Unsuitable material encountered in subgrade or below payment line: Notify ENGINEER and obtain instruction on how to proceed.

B. Trenches:
1. Depth: Provide a uniform and continuous bearing and support for proposed utility on solid and undisturbed or compact granular material.
2. Minimum Width: Allow space for jointing and bedding.
3. Maximum Width: Limitations apply at utility crown.
   a. 6 inch through 10 inch diameter: 30 inches.
   b. 12 inch to 30 inch diameter: Outside diameter plus 24 inches.
   c. 30 inch and over diameter: Outside diameter plus 36 inches.
   d. Elliptical: Outside pipe width plus 36 inches.
4. Maximum Width of Trench at Ground Surface:
   a. Not outside of the property line or easement.
   b. As required for protection of the Work and safety of workers.
   c. Use sheeting, bracing and shoring if required.

C. Length of Open Trench: Maximum 200 feet.

D. Damage to Existing Underground Utilities:
1. Report all damage to ENGINEER and Utility Owner.
2. Repair to utility owner's standard at CONTRACTOR's expense.

3.03 BACKFILLING:

A. Pipe bedding area: Compact granular material to 95% of maximum density.

B. Compaction:
1. Determine density by the modified Proctor method, ASTM D1557.
2. Compact trench backfill and bedding to at least 95% maximum density.
3. Compact suitable material to at least 90% maximum density.
4. The first 12 inches of native material at the bottom of utility trenches:
a. Test for density.
b. Compact to at least 95% maximum density if the existing density is below 95%.

C. Structures:
1. Density requirements: Same as Trenches.
2. Concrete structure: Place backfill only after 75 percent of concrete design strength has been reached.

3.04 TESTING AND INSPECTION:

A. Performance and test equipment: By ENGINEER or OWNER approved independent laboratory.

B. Moisture - Density relationships:
1. AASHTO T99 Method C

C. Field Density: Either of following:
1. ASTM D-2167 (Rubber Balloon)
2. ASTM D-2922 (Nuclear)
3. AASHTO T191
4. One Point Michigan Cone

D. Furnish equipment and personnel to provide access to test location and depth. Density tests will be performed at various levels, as determined by ENGINEER, during or after backfilling operation.

E. Correct any deficiencies resulting from insufficient or improper compaction. Retest if required.

3.05 SOIL EROSION AND SEDIMENTATION CONTROL:

A. In accordance with Section 01570 "EROSION AND SEDIMENTATION CONTROL"

3.06 SURPLUS MATERIALS:

A. Surplus excavated and unsuitable excavated material becomes the property of the CONTRACTOR.

B. Dispose of surplus excavated or unsuitable excavated materials off-site or on-site in areas designated by ENGINEER in accordance with all Local, State and Federal regulations.

3.07 EXCESS WATER CONTROL

A. Regulations and Permits: Comply with soil erosion control permit in accordance with Mich. P.A. 451, Part 91 of 1994, the Natural Resource and Environmental Protection Act, and all pertinent rules, laws, and regulations.

B. Unfavorable Weather:
1. Do not place, spread or roll fill material during unfavorable weather conditions.
2. Do not resume operations until moisture content and fill density are satisfactory to ENGINEER.

C. Pumping and Drainage:
1. Provide, maintain and use at all times during construction adequate means and devices to promptly remove and dispose of water from every source entering the excavations or other parts of the Work.
2. Dewater by means which will ensure dry excavations, preserve final lines and grades, and do not disturb or displace adjacent soil. Use wells, portable pumps, temporary underdrains, or other methods as necessary.
3. Perform Pumping and Drainage:
   a. In such a manner to cause no damage to property or structures and without interference to the rights of the public, owners of private property, pedestrians, vehicular traffic, or the work of other CONTRACTORs.
   b. In accordance with pertinent laws, rules, ordinances, and regulations.
4. Do not overload or obstruct existing drainage facilities.

D. General:
1. Keep excavations dry during construction.
2. Remove water by use of wells, well points, portable pumps, bailing, drains, underdrains or other acceptable methods.
3. Provide crushed stone or gravel as required to aid dewatering operations.
4. Divert or temporarily reroute existing sewers and drainage of discharge lines to adequate and acceptable outlets during construction. CONTRACTOR responsible to ascertain availability of outlets.
5. Divert surface water from entering excavations by construction and maintenance of channels or berms.
6. Sediment traps and other soil erosion control measures shall prevent soil particles from entering any sewer, watercourse or similar conveyance.
7. Protect utilities, utility structures, and structures, existing and new, from hydrostatic uplift.

3.5 SHEETING, SHORING AND BRACING EXCAVATIONS

A. General:
1. Furnish, put in place and maintain sheeting, bracing and shoring as may be required to properly support the sides of excavations and to prevent movement of earth which could in any way injure the Work or adjacent property.
2. Exercise care in the removal of sheeting, shoring, bracing and timbering to prevent collapse or caving of the excavation faces being supported and damage to the Work and adjacent property.
3. A pipe-laying box may be used in lieu of sheeting.

B. Sheeting:
1. Do not install by jetting.
2. Remove as backfilling proceeds, unless ordered left in place by ENGINEER. Use care to fill and compact voids created by removal, especially below mid-height of utility.
3. Sheeting Left in Place:
   a. Requires written approval of ENGINEER.
   b. Cut off minimum of 2 feet below finished grade.

3.6 CLEANUP

A. Upon completion of the work of this Section, remove all excess excavated material, trash, and debris resulting from construction operations. Remove equipment and tools. Leave the Site in a neat and orderly condition acceptable to ENGINEER.

PART 1 - GENERAL

1.01 DESCRIPTION:
- A. This section includes work required for storm sewer pipe, structures and related work.

1.02 DEFINITIONS:
- A. Line and grade control terminology: SEE PLAN DETAILS

1.03 SUBMITTALS:
- A. Submit the following in accordance with SECTION 01330 – SUBMITTAL PROCEDURES.
  1. Product Data for all pipe.
  2. Shop Drawings on radius pipe.
  3. Shop Drawings for all structures.
- B. Notify ENGINEER on presence of wastewater:
- C. Line and grade control method other than Laser Beam shall be approved by ENGINEER.

1.04 JOB CONDITIONS:
- A. Maintain operation of existing storm sewer.
- B. Install catch basins and inlet leads as pipe laying progresses and within maximum of 600 feet of mainline sewer installation.
- C. Clean-up promptly following pipe installation and within maximum of 400 feet behind pipe laying operation.

PART 2 – PRODUCTS

2.01 PIPE:
- A. Perforated Dual Wall High Density Polyurethane (PE): Smooth lined corrugated Meeting AASHTO M294.
- B. Poly Vinyl Chloride (PVC) SDR 35: AASHTO 304 tested per MTM 728.

2.02 PREMIUM JOINTS:
- A. PE: AASHTO M252 or M294, ASTM D3212.
- B. PVC

2.03 MANHOLES, CATCH BASINS AND INLETS:
- A. Precast Units: ASTM C478 and ASTM C76 Class III.
  1. Joints: Cement mortar, preformed bituminous rope or "o"-ring gaskets.
  2. Pipe openings: Pipe diameter plus 6 inch, maximum.
- B. Concrete Radial Units: ASTM C139.
- C. Grade Rings: ASTM C478. Ladtech HDPE adjusting rings are a suitable alternate.
- D. Manhole Steps:
  1. Plastic with 3/8 inch steel rod reinforcement.
  2. Dimensions: 10-inch deep by 10-inch wide, 5-inch tread depth.
- E. Manhole Castings: SEE PLAN DETAILS.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Alignment and Grade:

1. Deviations: Notify ENGINEER and obtain instructions to proceed where there is a grade discrepancy or an obstruction not shown on the plans.

2. Expose existing utilities at crossings of proposed storm sewer in advance of laying pipe to verify existing depth. Advise ENGINEER of conflicts in grade and provide adjustments in grade of storm sewer at no additional cost to OWNER.

B. Laser Beam Control:

1. Check grade at set-up point, 25 feet, 50 feet, 100 feet and 200 foot points thereafter to the next set-up point.
2. Laser advancement: Reset at each manhole.

C. Bedding:

1. Method: As indicated on the Drawings.
2. Provide bedding area backfill in accordance with SECTION 02315 EXCAVATION AND FILL.
3. Provide continuous bearing by supporting entire length of pipe barrel evenly.

3.02 INSTALLATION:

A. Laying Pipe:

1. Install in accordance with manufacturers recommendations.
2. Provide continuous bearing by supporting entire length of pipe barrel evenly.
3. Direction shall be upstream with spigot or tongue end downstream and bell end upstream.
4. Joints shall be smooth and clean.
5. Wrap joint surfaces with geotextile fabric.
6. Place pipe length and bedding as a unit in a frost free, dry trench.
7. Special supports and saddles: As indicated on the Drawings.

B. Manholes, Catch Basins and Inlets:

1. General: SEE PLAN DETAILS
2. Base bedding: Provide 4 inches of pea stone with full and even bearing in impervious soils or wet conditions. Otherwise provide on undisturbed frost-free dry subgrade.
3. Adjusting rings: Set in full bed of mortar, joints maximum 1/2 inch at inside face and wipe joints. Plaster coat complete interior of structure with 1/2-inch coat of cement mortar. For HDPE adjusting rings, follow manufacturers installation instructions.
4. Provide manhole casting grade setting as follows:
   a. Existing pavement: Finished grade.
   b. Gravel or lawn grade: 4 inches below.
   c. Unpaved areas: Finished grade.
5. Provide catch basin casting grade setting as follows:

C. Connections:

1. Existing storm sewer:
   a. Structures: Relay and repoint loose blocks and bricks.
2. Future Storm Sewer:
   a. Bulkhead: Pipe 24 inch and larger with brick and mortar, 1/2 inch plaster outside.
      (1) up to - 36 inch: 4 inch thick
      (2) 42 inch - 60 inch: 8 inch thick
      (3) 60 inch & larger: 12 inch thick

3.03 GENERAL CONSTRUCTION and TOLERANCES:

A. General:

1. Coordination: By ENGINEER.
2. Completion: Before connecting to active system.
3. Notification: Arrange with ENGINEER for inspection.

4. Keep pipe and structures clean as work progresses.

B. Line and Grade Tolerances: Allowable drift between structures from proposed alignment will be as follows:
   1. Line:
      a. Thru 36 inch: 0.40 foot.
      b. Over 36 inch: 0.80 foot.
   2. Grade:
      a. Thru 36 inch: 0.05 foot.
      b. Over 36 inch: 0.10 foot.

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work includes construction of new HMA pavements including associated earthwork, paving and surfacing for all roads.

B. Definitions:
1. Pavement structure: Any combination of subbase, base course, and surface course, including shoulders, placed on a subgrade.
2. Permanent pavement: All improved pavement surfaces above the quality of treated or untreated gravel.
3. Subgrade: That portion of the earth grade upon which the pavement structure is to be placed.
4. Subbase: The layer of specified material of designed thickness placed on the subgrade as a part of the pavement structure.
5. Base course: The layer or layers of specified or selected material of designed thickness placed on a subbase or a subgrade to support leveling and surface courses.
6. Leveling course: Layer of specified material placed on the base course in preparation for the surface course.
7. Surface course: The top layer of a pavement structure.
8. Maximum density (soils): Maximum unit weight of soil material according to Modified Proctor Method ASTM D1557.
9. Maximum density (HMA): Maximum unit weight of a representative sample of the hot mix asphalt according to the Marshall Method ASTM D2726.

1.02 REFERENCES:

A. Michigan Department of Transportation (MDOT), "Standard Specifications for Construction," 2012 ed.

B. American Society of Testing Materials (ASTM), latest edition.

1.03 SUBMITTALS:

A. Asphalt Mix Design: Provide job-mix formula prepared by independent lab or approved by MDOT for HMA leveling and surface courses to ENGINEER two weeks prior to paving.

B. Certification of quality by producer for the following:
1. Cement
2. Aggregates
3. Asphalt cement
4. Pavement marking material
5. Prime coat
6. Bond coat

C. Concrete Test Specimens: Provide sample.

1.04 JOB CONDITIONS:

A. Seasonal Limitations:
1. Removal of permanent pavement: Unless otherwise specified, execute during the period from March 15 to October 15.
2. Restoration of permanent pavement: Unless otherwise specified, execute during the period from May 5 to November 15 (Region South of M-46).

B. Clean up promptly following pavement installation.

C. Maintenance of Temporary Surfaces: Maintain temporary surfaces until permanent pavement installation is completed.

D. Driveway Closing: 48 hour maximum

E. Allow access to the HMA plant for verification of mix proportions, aggregate gradations, and temperatures.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Subbase: Granular material MDOT Class II or IIA, MDOT 902.08.

B. Aggregate Base Course: For bases to be surfaced with concrete or HMA, use Aggregate 22A unless otherwise specified. MDOT 302 and 902.06.

C. Aggregate Surface Course:
1. Use Aggregate 22A when the Aggregate surface course is to receive a HMA surface at a later date. MDOT 302 and 902.06.
2. Use Aggregate 23A when the Aggregate Surface Course is to be constructed without a HMA surface. MDOT 302 and 902.06.

D. Aggregate Shoulders and Approaches:
1. Use Aggregate 22A for construction of Class AA shoulders and approaches. MDOT 302 and 902.06.
2. Use Aggregate 23A for construction of Class A shoulders and approaches. MDOT 302 and 902.06.
3. Use roadway excavation or borrow material for construction of Class B shoulders and approaches. MDOT 302 and 902.06.

E. HMA Base Course: Shall be an MDOT mixture as indicated on Plans.

F. HMA Leveling and Surface Courses: Shall be an MDOT mixture as indicated on Plans.

G. HMA Bond Coat: HMA material. MDOT 904-5. (SS 1h Asphalt emulsion)

I. Pavement Marking: Conform to MDOT 920.

PART 3 - EXECUTION

3.01 PREPARATION:

A. Removal: Remove all existing pavement structure required, as shown on the plans or in the proposal.
1. Pavement remnant limit: Remove pavement to edge or joint, where dimension is less than 3 feet. All removals shall be to a saw cut edge if a joint is more than three feet away.
2. Butt joint: Provide where new pavement meets existing pavement.

B. Dispose of all material removed during the construction.

C. Subgrade:
1. Obtain approval prior to placing the subbase or base course.
2. Construct to the required line, grade and cross section. MDOT 205.03.N.
   a. Tolerance if subbase is required: Trim within $\pm$ 1inch of design grade.
   b. Tolerance if subbase is not required: Trim within $\pm$ 3/4 inch of design grade.
3. Compaction:
   a. Compact to not less than 95 percent of the maximum density using Modified Proctor.

D. Excavation: Conform to MDOT 205.03.G.

E. Embankment: Conform to MDOT 205.03.H.

3.02 PERFORMANCE:

A. Subbase:
1. Thickness: Conform to design cross section.
2. Construction method:
a. Place in layers not exceeding 12 inches loose measure.
b. Spread evenly and compact to not less than 95 percent maximum density according to Modified Proctor.
c. Conform construction to MDOT 301.01 thru 301.03.

B. Aggregate Base Course:
1. Thickness: Compacted depth of any layer of aggregate placed, maximum 6 inches, minimum 3 inches.
2. Construction Method: Conform the placing of aggregate base course with MDOT 302.01 thru 302.03.
3. Tolerances:
a. Curbed streets: Shape the aggregate base course to the established grade and cross section, within a tolerance of 1/4 inch.
b. Other: Unless otherwise specified, shape within 1/2 inch of the established grade and cross section.
c. Check and correct grades prior to pavement placement.

C. Aggregate Surface Course:
1. Thickness: Maximum 6 inches thickness of any one layer when compacted, unless otherwise specified.
2. Construction Method: Conform construction of an aggregate surface course to MDOT 306.01 thru 306.03.

D. Shoulder Area (aggregate): Provide 4 inches thickness of compacted aggregate shoulder on an aggregate base, unless otherwise specified.

E. Shoulder Area (other than aggregate): Stabilize shoulder to a 4 inch depth with compacted soil or topsoil.

F. HMA Base Course:
1. Thickness: Maximum lift thickness - 2 inches compacted, unless otherwise approved. MDOT 502.03.F.
2. Construction Methods: Conform placement of the HMA base course mixture in accordance with MDOT 502.03.F.
3. Tolerances:
a. Curbed streets: Shape the HMA base course to the established grade and cross section, within a tolerance of 1/4 inch. Windrowing (placing a lift of varying thickness to create a crown) HMA shall not be allowed to correct grading deficiencies.
b. Other: Unless otherwise specified, shape within 1/2 inch of the established grade and cross section.

G. HMA Bond Coat:
1. Construction method: Apply between successive paving courses where any soils are tracked onto the finished mat between successive lifts.
2. Application rate: Provide 0.10 gallon per square yard.
3. Not required when permitted by ENGINEER.

H. HMA Leveling and Surface Courses:
1. Cutting: Saw vertically and in straight lines at any angle with pavement centerline.
2. Thickness: Do not place HMA top course mixture in lifts exceeding 2 inches unless otherwise approved.
3. Construction Methods:
a. Paving: Conform method of paving to MDOT 502.03.F.

b. Prior to placement of HMA surface, crowns and grades of roadway will be verified by CONTRACTOR for positive drainage. Any deficiencies in grade or crown shall be corrected prior to placement of surface course.

4. Tolerances: HMA surface on streets with new curbs shall have a finish elevation of 1/4 inch above curb. Windrowing (placing a lift of varying thickness to create a crown) HMA shall not be allowed to correct grading deficiencies.

5. Pavement density: Minimum density of in-place course material when the course thickness is greater than 3 times the maximum aggregate size of the mix shall be 97 percent of the recorded laboratory specimen density and 95 percent when the course thickness is less.

3.03 STRUCTURE ADJUSTMENT:

A. Street Castings.

1. Adjust castings to finish grade or to a maximum of 1/4" below finish grade of all manholes, catch basins, and valve boxes.

a. Set grades of castings and valve boxes from street grades with a tilt of castings where necessary to meet proposed street grades and crown.

b. All castings, when adjusted to finish grade, shall be placed in a bed of hot HMA mix placed in entire area disturbed for casting adjustment. Alternately, as approved by the ENGINEER, a concrete mix may be used in the void created to raise the casting.

2. Castings shall be adjusted to finish grade after the leveling course is complete.

a. Castings shall be kept below grade or flush with the proposed sand subgrade so as not to conflict with grading operations or conflict with placement of leveling course.

3. Adjustment of new structures will not be paid for separately.

3.04 TESTING AND INSPECTION:

A. Inspection: By the ENGINEER or his designated authorized representative.

B. Acceptance Testing:

1. By the CONTRACTOR in accordance with plans and specifications and performed by OWNER and ENGINEER approved third party.

2. If initial testing indicates failed or nonconformance to specifications, perform additional tests. If further testing verifies nonconformance, additional testing shall be paid by CONTRACTOR. Replace nonconforming material at no additional cost to OWNER.

C. Aggregates:

1. Sampling and analysis: Michigan Testing Methods, Series 100.

2. Exception: Provide certification of approved stockpiled material.

D. HMA Mix Composition:

1. Sampling: ASTM D979, one sample per mix or one per two thousand tons.

2. Extraction: ASTM D2172.

3. Sieve analysis: ASTM C117 and ASTM C136.

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract and Division 2 Specification Sections apply to this Section.

1.02 SUMMARY:

A. This Section includes the following:
1. Hydroseeding
2. Mulching
3. Maintenance

B. Related Sections: The following Sections contain requirements that relate to this Section.
1. Division 2 Section "Earthwork" for backfilling and grading work.

1.03 QUALITY ASSURANCE:

A. Installer Qualifications: Engage an experienced installer who has successfully completed turf installation work of similar scope and quality.

PART 2 - PRODUCTS

2.01 SEEDS:

A. All seed shall be provided by the Contractor.

2.02 WATER:

A. Clean, fresh, free from harmful substances.

2.03 HYDRO-MULCH:

A. Mulch for hydro-mulching shall be commercially available wood cellulose fiber or wood pulp for use in spray applicators.

PART 3 - EXECUTION

3.01 SEED INSTALLATION:

1. The Contractor shall strip, stockpile, and respread topsoil on disturbed areas.
2. Grass seed shall be applied at the rate of one hundred pounds (100#) per acre of the seed mixture provided. Do not sow during high winds or other adverse weather conditions.
3. Mix specified seed, tackifier, and fiber mulch (650#/acre) in water, using equipment specifically designed for hydro-seed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application. The content of the hydro-seeder tank shall be emptied within two hours after the seed is added to the tank. Seed which is allowed to remain mixed with the water for longer than two hours shall be rejected.
4. Apply slurry uniformly to all areas to be seeded in a 1-step process. Apply mulch at the minimum rate of 750 lb. per acre dry weight. Care should be taken to prevent overspray of mulch on curbs, walks, pavement, etc. All overspray must be cleaned off.
5. Contractor shall use Finn Fiber Plus Tackifier or equal in the hydro-mulch slurry at the rate of 20 pounds per acre at a minimum where final grades exceed 1:4. Mix slurry with non-asphaltic tackifier.

3.02 CLEANUP

A. Contractor shall maintain safe and neat conditions on the site. The ground shall be cleared of all debris, of all unnecessary materials and all equipment which shall be entirely removed from the public trafficways when not being used. All paved areas shall be maintained to be free of any dirt at the end of each work day.

3.03 REPAIRS

A. The Contractor shall be responsible for any damage to lawns, paved areas, roads, walks, or underground utilities which may result from his work; and such repairs shall be made swiftly in a thorough and workmanlike manner. Repairs shall be made to the satisfaction of the OWNER.

PART 4 - MAINTENANCE AND ACCEPTANCE

4.01 MAINTENANCE:

A. Seeded areas shall be maintained by the Contractor through to final completion AND establishment of a close stand of approved grass. The Contractor shall be responsible for establishing adequate vegetation over all disturbed areas.

B. Any material showing a weak growth shall be replaced by the Contractor during the proper season and all material shall be guaranteed as specified above.

4.02 ACCEPTANCE

A. Upon Final Completion, the OWNER or ENGINEER will inspect the Work to ensure that a uniform stand of vegetation is established.