

## **CONTRACT DOCUMENTS**

MARVON CREEK CULVERT REPLACEMENT PROJECT  
PART A: MARVON ROAD (WI-37) AND  
PART B: PESEK ROAD (JO-33) OVER MARVON CREEK

CHARLEVOIX COUNTY ROAD COMMISSION  
1251 BOYNE AVE.  
BOYNE CITY, MI 49712

FEBRUARY 2026

PREPARED BY:



4241 Old US-27 South  
Suite 1  
Gaylord, MI 49735



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**Division 00**  
**Procurement and Contracting Requirements**



## Section 00 0115 List of Drawing Sheets

### Part 1 General

#### 1.01 Description

- A. The Plans bearing the general title of CULVERT REPLACEMENT, PART A: MARVON ROAD (WI-37) AND PART B: PESEK ROAD (JO-33) OVER MARVON CREEK and dated 02/10/26 included with and form a part of the Contract Documents for this Project.

#### 1.02 List of Plans

<u>SHEET NUMBER</u>	<u>TITLE</u>
1	COVER SHEET
2	CONSTRUCTION NOTES AND LEGEND
3	SOIL BORING LOGS
<u>PART A: MARVON ROAD (WI-37) OVER MARVON CREEK</u>	
4	EXISTING CONDITIONS, REMOVALS AND SESC SITE PLAN
5	EXISTING STREAM INFORMATION
6	PROPOSED SITE PLAN
7	MARVON ROAD AT MARVON CREEK, PROFILE VIEWS
8	MAINTAINING OF TRAFFIC
<u>PART B: PESEK ROAD (JO-33) OVER MARVON CREEK</u>	
9	EXISTING CONDITIONS, REMOVALS AND SESC SITE PLAN
10	EXISTING STREAM INFORMATION
11	PROPOSED SITE PLAN
12	PESEK ROAD OVER MARVON CREEK, PROFILE VIEWS
13	MAINTAINING OF TRAFFIC

### Part 2 Products (Not Used)

### Part 3 Execution (Not Used)

End of Section



## Section 00 1113 Advertisement for Bids

MARVON CREEK CULVERT REPLACEMENT PROJECT  
PART A: MARVON ROAD (WI-37) AND  
PART B: PESEK ROAD (JO-33) OVER MARVON CREEK

CHARLEVOIX COUNTY ROAD COMMISSION  
1251 BOYNE CITY, MI 49712

Sealed Bids will be received by The Charlevoix County Road Commission at 1251 Boyne Ave., Boyne City, MI 49712, until **9:30 a.m.**, Local Time, **Monday, March 23, 2026**, at which time and place said Bids will be opened and publicly read aloud for the following approximate quantities of work:

Part A: Marvon Road (WI-37) over Marvon Creek; Removal of an existing 36" dia. CMP culvert and construction a 7-ft x 3-ft concrete box culvert with end sections, including stump removal, stream bank riprap, embankment, aggregate surface and restoration.

Part B: Pesek Road (JO-33) over Marvon Creek: Removal of (1)-12" dia. CMP and (2)- 18" dia. CMP culverts and construction of an 8-ft x 3-ft concrete box culvert, including stump removal, stream bank rip rap, embankment, aggregate surface and restoration.

Contract Documents are on file with:

Charlevoix County Road Commission, 1251 Boyne Ave, Boyne City, MI 49712

Wade Trim, Inc., 4241 Old US-27 South, Gaylord, MI 49735 or

<http://www.wadetrim.com/resources/bid-tab/>

McGraw-Hill Dodge Reports & Builders Exchanges will have Contract Documents; Builders Exchanges are authorized to share the contract documents with other exchanges.

Each Bid package shall be accompanied by a certified check, cashier's check, money order, or bid bond, in the amount of at least five (5) percent of the amount bid, drawn payable to the OWNER as security for the proper execution of the Agreement.

This project is partially funded by the Grand Traverse Band of Ottawa and Chippewa Indians and Conservation Resource Alliance. The provisions of the Davis Bacon Act are a requirement of this project.

The Charlevoix County Road Commission reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest.

Bids may not be withdrawn for the period of **sixty (60)** days after date of receiving bids.

All inquiries shall be directed to Paul Repasky, PE, at Phone: (989) 619-3454, Fax: (989) 732-6391, or Email: [prepasky@wadetrim.com](mailto:prepasky@wadetrim.com)

Wade Trim, Inc.  
4241 Old US 27 South  
Suite 1  
Gaylord, MI 49735

Charlevoix County Road Commission  
1251 Boyne Ave.  
Boyne City, MI 49712



## **Section 00 2113 Instructions to Bidders**

### **Part 1 General**

#### **1.01 Defined Terms**

- A. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
1. The term "Bidder" means one who submits a Bid directly to OWNER as distinct from a subbidder who submits a Bid to a Bidder.
  2. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER makes an award.
  3. The term "OWNER" means Charlevoix County Road Commission, a Municipal Corporation, and being a party of the first part of this Contract.
  4. The term "ENGINEER" means Wade Trim, Inc., 4241 Old US-27 South, Suite 1, Gaylord, Michigan 49735, or his duly authorized representative.

#### **1.02 Scope of Work**

- A. The scope and location of Work are set forth in Section 01 1100, Summary of Work.

#### **1.03 Bidders Qualifications**

- A. No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the OWNER in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the OWNER to do so, shall furnish evidence, satisfactory to the OWNER, of the Bidder's experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:
1. The address and description of the Bidder's plant or permanent place of business.
  2. The Bidder's performance records for all Work awarded to, or started by him within the past three years.
  3. An itemized list of the Bidder's equipment available for use on the proposed Contract.
  4. The Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
  5. Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and,
  6. Such additional information as will satisfy the OWNER that the Bidder is adequately prepared to fulfill the Contract.

#### **1.04 Examination of Contract Documents and Site**

- A. It is the responsibility of each Bidder before submitting a Bid, to:
1. examine the Contract Documents thoroughly,
  2. visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
  3. consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and
  4. study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
  5. promptly notify ENGINEER in writing of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.
  6. purchase official Procurement Documents from ENGINEER in order to be included on the project Plan Holder List and be considered eligible for bidding.
- B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Contract Documents.
1. If such reports are not included as appendices to the Contract Documents, OWNER will make copies available to any Bidder requesting them. These reports are included for reference only and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.
  2. The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
  3. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- C. On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.
- D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in Section 01 1100, Summary of Work, or on the Plans.

- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the OWNER nor the ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.04, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by ENGINEER is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

#### **1.05 Interpretations and Addenda**

- A. Should any prospective bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, he may submit a written request to the ENGINEER for an interpretation thereof. The person submitting the request will be held responsible for its prompt delivery at least seven (7) days prior to the date for opening of Bids. Questions received less than seven (7) days prior to the date for opening of bids will not be answered. Any interpretation of inquiry will be made by Addendum duly issued to all prospective bidders.
- B. Any change in or addition to the Contract Documents deemed necessary by the OWNER shall be made in the form of an Addendum issued to all prospective bidders who have taken out Contract Documents and all such Addenda shall become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

#### **1.06 Bid Security**

- A. Bid Security shall be made payable to OWNER, in an amount of five (5) percent of the Bidder's maximum Bid price and in a form as indicated in the Advertisement. Bid Bonds, if indicated as acceptable in the Advertisement, shall be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

### **1.07 Contract Time**

- A. The number of days within which, or the date by which, the Work is to be Substantially Completed, if applicable, and also completed and ready for final payment (the Contract Time) are set forth in the Proposal and will be included in the Agreement.

### **1.08 Substitute and “Or-Equal” Items**

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Plans or specified in the Specifications that a substitute or an “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of Agreement. In addition, in no case shall ENGINEER’s denial of CONTRACTOR’s application give rise to any claim for additional cost, it being understood by CONTRACTOR that acceptance of substitute or an “or equal” item of material is at the sole discretion of ENGINEER.

### **1.09 Receipt and Form of Bid**

- A. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is 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. Any Bid received after the scheduled time and place indicated in the Advertisement for Bids shall be returned unopened.
  1. OWNER invites bids on the Proposal and other form(s) attached hereto. Bids will be received at the time and place indicated in the Advertisement and thereupon will be publicly opened and read. An abstract of the amounts of the base bids and any major alternates will be made available after the opening of Bids.
  2. OWNER may consider as informal any Bid on which there is an alteration of, or departure from the Proposal Form attached hereto.
  3. The complete set of Contract Documents must be used in preparing Bids: neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. In order to verify the completeness of the set of Contract Documents the Bidder used in preparing his Bid, the OWNER may require the Bidder to submit the set of Contract Documents he used in preparing his Bid. The Bidder shall submit his Bid on the separate Proposal form included in these Contract Documents.
  4. The Proposal shall be legibly prepared, with ink or typewriter, on the form included in these Contract Documents. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. Proposals will be compared on basis of lump sum items, if any, and on product of the quantities of items listed at the respective unit prices bid.
  5. Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.
  6. Names must be typed or printed below the signature.

7. The quantities as shown in the Proposal are approximate only and will be used as a basis of comparison of Bids, and award of Contracts. Payment will be made on basis of actual quantities of Work performed in accordance with the Contract Documents. The Unit Prices bid, shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contract Documents.
8. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
9. The Legal Status of Bidder Form contained in the Contract Documents must be submitted with each Proposal and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.
10. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal. The same individual signing the Proposal shall sign these other documents.

#### **1.10 Modifications and Withdrawal of Bids**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within 24 hours after Bids are opened, any Bidder files a duly signed written 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 his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, at the sole option of OWNER, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

#### **1.11 Award of Contract**

- A. OWNER reserves the right to reject any and all Bids for any reason, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices, will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.
- C. Subject to the approval of OWNER, the Contract will be awarded to the lowest responsive and responsible Bidder. Responsibility of Bidder will be determined on basis of past performance and Work of similar character, equipment and labor available to do the Work and financial status.

1. The Contract shall be considered to have been awarded after the approval of the OWNER has been duly obtained and a formal Notice of Award duly served on the successful Bidder by OWNER.
  2. The Contract shall not be binding upon the OWNER until the Agreement has been duly executed by the Bidder and the duly authorized officials of the OWNER.
- D. If the Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 60 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.

**1.12 Signing of Agreement**

- A. Within fifteen (15) days after OWNER gives a Notice of Award to the successful Bidder, the CONTRACTOR shall sign and deliver the specified number of counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten (10) days thereafter, OWNER will deliver two (2) fully signed counterparts to CONTRACTOR. ENGINEER will identify, date or correct those portions of the Contract Documents not fully signed, dated or executed by OWNER and CONTRACTOR and such identification, dating or correction shall be binding on all parties.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section

## **Section 00 2213 Supplementary Instructions to Bidders**

### **Part 1 General**

#### **1.01 Modifications**

- A. These Supplementary Instructions to Bidders amend or supplement, Section 00 2113, Instructions to Bidders, as indicated below. All provisions which are not amended or supplemented remain in full force and effect.
  
- B. The terms used in these Supplementary Instructions to Bidders have the meanings assigned to them in the Instructions to Bidders, General Conditions, and as follows:
  - 1. OWNER - Charlevoix County Road commission, a Municipal Corporation, and being a party of the first part of this Contract.
  
  - 2. ENGINEER - Wade Trim, Inc., or his duly authorized representative.

### **Part 2 Products (Not Used)**

### **Part 3 Execution (Not Used)**

End of Section



## Section 00 4243 Proposal

Charlevoix County Road Commission  
1251 Boyne Ave.  
Boyne City, MI 49712

Re: Marvon Creek Culvert Replacement  
Part A: Marvon Road (WI-37) and  
Part B: Pesek Road (JO-33) over Marvon Creek

The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Charlevoix County Road Commission in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that;

- a) Bidder has examined copies of all Contract Documents which he/she understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which is hereby acknowledged.

Addendum No.	Date of Release	Signature

- b) Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work and has made such independent investigations as Bidder deems necessary.

- c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over OWNER.

The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

### Part A: Marvon Road (WI-37) over Mavon Creek

<u>Item</u>	<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1100001	Mobilization, Max	1	LSUM	\$ _____	\$ _____
2.	2020008	Stump, Rem, 6 inch to 18 inch	9	Ea	\$ _____	\$ _____
3.	2030001	Culv, Rem, Less than 24 inch	1	Ea	\$ _____	\$ _____
4.	2030002	Culv, Rem, 24 inch to 48 inch	1	Ea	\$ _____	\$ _____
5.	2050006	Ditch Cleanout	1.5	Sta	\$ _____	\$ _____
6.	2050010	Embankment, CIP	100	Cyd	\$ _____	\$ _____
7.	2050015	Excavation, Channel	50	Cyd	\$ _____	\$ _____
8.	2050016	Excavation, Earth	50	Cyd	\$ _____	\$ _____
9.	2080012	Erosion Control, Check Dam, Stone	25	Ft	\$ _____	\$ _____
10.	2080036	Erosion Control, Silt Fence	250	Ft	\$ _____	\$ _____
11.	3060006	Aggregate Surface Cse,	150	Ton	\$ _____	\$ _____
12.	4010015	Culv End Sect, 15 inch	2	Ea	\$ _____	\$ _____

13.	4010132	Culv, Cl A, 15 inch	60	Ft	\$ _____	\$ _____
14.	4017051	Dewaterng	1	LSUM	\$ _____	\$ _____
15.	4060109	Culv, Precast Conc Box, 7 foot by 3 foot	48	Ft	\$ _____	\$ _____
16.	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	4	Ea	\$ _____	\$ _____
17.	8120013	Barricade, Type III, High Intensity, Double Sided, Oper	4	Ea	\$ _____	\$ _____
18.	8120170	Minor Traf Devices	1	LSUM	\$ _____	\$ _____
19.	8120350	Sign, Type B, Temp, Prismatic, Furn	58	Sft	\$ _____	\$ _____
20.	8120351	Sign, Type B, Temp, Prismatic, Oper	58	Sft	\$ _____	\$ _____
21.	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	70	Sft	\$ _____	\$ _____
22.	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	70	Sft	\$ _____	\$ _____
23.	8170011	Riprap, Fieldstone	43	Syd	\$ _____	\$ _____
24.	8167011	Slope Restoration	100	Syd	\$ _____	\$ _____

TOTAL PART A CONTRACT PRICE \$ \_\_\_\_\_  
 (Items 1 through 24) (numeric)

(In Words)

**Part B: Pesek Road (JO-33) over Mavon Creek**

<u>Item</u>	<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1100001	Mobilization, Max	1	LSUM	\$ _____	\$ _____
2.	2020008	Stump, Rem, 6 inch to 18 inch	6	Ea	\$ _____	\$ _____
3.	2030001	Culv, Rem, Less than 24 inch	3	Ea	\$ _____	\$ _____
4.	2050010	Embankment, CIP	50	Cyd	\$ _____	\$ _____
5.	2050015	Excavation, Channel	25	Cyd	\$ _____	\$ _____
6.	2050016	Excavation, Earth	50	Cyd	\$ _____	\$ _____
7.	2080036	Erosion Control, Silt Fence	200	Ft	\$ _____	\$ _____
8.	3060006	Aggregate Surface Cse	73	Ton	\$ _____	\$ _____
9.	4017051	Dewatering	1	LSUM	\$ _____	\$ _____
10.	4060114	Culv, Precast Conc Box, 8 foot by 3 foot	36	Ft	\$ _____	\$ _____
11.	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	4	Ea	\$ _____	\$ _____
12.	8120013	Barricade, Type III, High Intensity, Double Sided, Oper	4	Ea	\$ _____	\$ _____
13.	8120170	Minor Traf Devices	1	LSUM	\$ _____	\$ _____
14.	8120350	Sign, Type B, Temp, Prismatic, Furn	58	Sft	\$ _____	\$ _____
15.	8120351	Sign, Type B, Temp, Prismatic, Oper	58	Sft	\$ _____	\$ _____
16.	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	35	Sft	\$ _____	\$ _____
17.	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	35	Sft	\$ _____	\$ _____
18.	8137011	Riprap, Fieldstone	20	Syd	\$ _____	\$ _____
19.	8167011	Slope Restoration	100	Syd	\$ _____	\$ _____

TOTAL PART B CONTRACT PRICE \$ \_\_\_\_\_  
(Items 1 through 19) (numeric)

(In Words)

TOTAL PART A AND PART B CONTRACT PRICE \$ \_\_\_\_\_  
(numeric)

(In Words)

The undersigned, as Bidder, hereby certifies that he/she or a qualified designated person in his/her employ has examined the Contract Documents provided by OWNER for bidding purposes. Further, the undersigned certifies that he/she or qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions and with the information provided for Bidding.

The undersigned, as Bidder, shall complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, he/she shall also complete the Work under whatever conditions he/she may create by his/her own sequence of construction, construction methods, or other conditions he/she may create, at no additional cost to OWNER.

The undersigned, as Bidder, declares that he/she has familiarized himself with the location of the proposed Work and the conditions under which it must be constructed. Also, that he/she has carefully examined the Plans, the Specifications, and the Contract Documents, which he/she understands and accepts as sufficient for the purpose and agrees that he/she will Contract with OWNER to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.

The undersigned agrees, if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of OWNER'S Notice of Award.

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will be Substantially Completed on or **before Friday, September 25, 2026**, and completed by **Friday October 9, 2026**.

Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the above Substantial Completion date.

Engineering and inspection costs incurred after the above final completion date shall be paid by CONTRACTOR to OWNER as specified in the Conditions of the Contract and Agreement.

Proposals may not be withdrawn for a period of sixty (60) days after bid opening.

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

a) Required Bid security in the form checked below:

Certified Check       Cashier's Check       Money Order       Bid Bond

b) Legal Status of Bidder.

c) Bidder's Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)* *(Printed Name)*

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 00 4313  
Bid Bond Form**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, hereinafter called the Principal, and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_, and duly authorized to  
transact business in the state of Michigan, as Surety, hereinafter called the Surety, are held and firmly  
bound unto Charlevoix County Road Commission, hereinafter called the OWNER, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall enter into a  
Contract with the OWNER in accordance with the terms of such Bid, and give such Bond or Bonds as may  
be specified in the Contract Documents with good and sufficient surety for the faithful performance of  
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the  
Principal shall pay to the OWNER the difference not-to-exceed the penalty hereof between the amount  
specified in said Bid and such larger amount for which the OWNER may in good faith contract with  
another party to perform the Work covered by said Bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)



**Section 00 4345  
Legal Status of Bidder**

This Proposal is submitted in the name of:

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

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street \_\_\_\_\_

City \_\_\_\_\_

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

The undersigned hereby declares that he has legal status checked below:

- SOLE PROPRIETOR
- SOLE PROPPRIETOR DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP  
The Assumed Name of the Co-Partnership is registered in the County of \_\_\_\_\_, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_ The Corporation is
  - authorized to conduct business in the State of Michigan
  - not now authorized to conduct business in the State of Michigan
  - possess all required licenses for the work being bid
  - limited liability corporation

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Title



**Section 00 4513  
Bidder's Qualifications**

To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence with the Proposal. Written evidence may include, but is not limited to, financial data, previous experience, present commitments, and such other data as may be called for below:

- 1. Three similar projects in the last five (5) years.
- 2. Name and contact information of Project Owner from the projects listed.
- 3. Name and contact information of Project Engineer from the projects listed.
- 4. Project costs from the projects listed.



**Section 00 5100  
Notice of Award**

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

Date: \_\_\_\_\_, 20\_\_\_\_

Attention: \_\_\_\_\_

Project: Proposed Culvert Replacements  
Part A: Marvon Road (WI-37) and  
Part B: Pesek Road (JO-33) over Marvon Creek

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the Charlevoix County Road Commission (OWNER) during a \_\_\_\_\_ Meeting held on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, has directed the acceptance of your Bid for the above-referenced Project in the amount of \$\_\_\_\_\_ ( \_\_\_\_\_ ). This project shall consist of \_\_\_\_\_  
\_\_\_\_\_ as delineated in your Bid submitted to the \_\_\_\_\_  
on \_\_\_\_\_.

Please comply with the following conditions within 15 days of the date of this Notice of Award; that is by \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

1. Deliver to the ENGINEER ( \_\_\_\_\_ ) fully executed counterparts of the Agreement including all the Contract Documents.
2. Deliver with the executed Agreement the Contract Security (Bonds), on the form included in the Contract Documents, as specified in the General Conditions (Article 5).
3. Deliver with the executed Agreement the Insurance Certificates (and other evidence of insurance) as specified in the General Conditions (Article 5).
4. Please do not date Agreement and Contract Security (Bonds), as these will be dated by the OWNER when executed by him.

It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

In accordance with paragraph 2.05 of the General Conditions, please submit to the ENGINEER the required schedules prior to the scheduling of a Pre-Construction Meeting.

**Copy to ENGINEER:**  
Wade Trim, Inc.  
4241 Old US-27 South  
Gaylord, MI 49735

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(Authorized Signature)



## Section 00 5200 Agreement

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_ in the year 20\_\_\_\_ by and between the Charlevoix County Road Commission hereinafter called OWNER, and \_\_\_\_\_ hereinafter called CONTRACTOR, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

### ARTICLE 1. WORK

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

Part A: Marvon Road (WI-37) over Marvon Creek; Removal of an existing 36" dia. CMP culvert and construction a 7-ft x 3-ft concrete box culvert with end sections, including tree removal, stream bank riprap, embankment, aggregate surface and restoration.

Part B: Pesek Road (JO-33) over Marvon Creek: Removal of (1)-12" dia. CMP and (2)- 18" dia. CMP culverts and construction of an 8-ft x 3-ft concrete box culvert, including tree removal, stream bank rip rap, embankment, aggregate surface and restoration.

### ARTICLE 2. CONTRACT TIME

- 2.1 The Work will be substantially completed on or before **Friday, September 25, 2026**, and completed and ready for final payment in accordance with paragraph 14.11 of the General Conditions on or before **Friday, October 9, 2026**.
- 2.2 Engineering and inspection costs incurred after the specified final completion date shall be paid by the CONTRACTOR to the OWNER prior to final payment authorization. Charges shall be made at such times and in such amounts as the ENGINEER shall invoice the OWNER, provided however said charges shall be in accordance with the ENGINEER's current rate schedule at the time the costs are incurred. The costs of ENGINEER incurred after the specified final completion date shall be deducted from the CONTRACTOR's progress payments.
- 2.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time specified in Article 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER **Eight Hundred Dollars (\$800.00)** for each day that expires after the time specified in Article 2.1 for Substantial Completion until the Work is Substantially Complete. Liquidated damages charged shall be deducted from the CONTRACTOR's progress payment.

### ARTICLE 3. CONTRACT PRICE

- 3.1 OWNER shall pay CONTRACTOR as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

#### **ARTICLE 4. PAYMENT PROCEDURES**

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

- 4.1 The person representing CONTRACTOR who will submit written requests for progress payments shall be: \_\_\_\_\_
- 4.2 The person representing OWNER to whom requests for progress payments are to be submitted shall be: \_\_\_\_\_
- 4.3 CONTRACTOR's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.
- 4.4 This project is partially funded by Grand Traverse Band of Ottawa and Chippewa Indians and Conservation Resource Alliance. Contractor Payment Applications may take up to 60 days. Final Payment will made after project is satisfactory completed.

#### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

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

- 5.1 CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Supplementary Conditions.
- 5.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 5.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 6.1 Procurement Requirements (including Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Legal Status of Bidder, and other documents listed in the Table of Contents thereof).
- 6.2 This Agreement
- 6.3 Performance and other Bonds
- 6.4 Notice of Award
- 6.5 Notice to Proceed (if issued)
- 6.6 Conditions of the Contract (including General Conditions and Supplementary Conditions, if any)
- 6.7 Specifications contained within Division 01 through 49 of the Contract Documents dated February 2025
- 6.8 Plans consisting of sheets dated 02/10/26 and numbered 1 through 13 inclusive with each sheet bearing the following general title: Marvon Road (WI-37) and Pesek Road (JO-33) over Marvon Creek
- 6.9 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive
- 6.10 Documentation submitted by CONTRACTOR prior to Notice of Award
- 6.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

## **ARTICLE 7. MISCELLANEOUS**

- 7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed

to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in \_\_\_\_\_ counterparts. \_\_\_\_\_ counterparts each have been delivered to OWNER and CONTRACTOR, one counterpart has been delivered to the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

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

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

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

**Section 00 5500  
Notice to Proceed**

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

Date: \_\_\_\_\_, 20\_\_\_\_

Attention: \_\_\_\_\_

Project:

Please note that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_. Within ten (10) days of this date you are to start performing the Work. The dates of Substantial Completion and Final Completion are set forth in the Agreement: they are \_\_\_\_\_, and \_\_\_\_\_, respectively.

In accordance with paragraph 2.05 of the General Conditions, please submit to the ENGINEER the required schedules prior to the scheduling of a Pre-Construction Meeting.

Also, in accordance with paragraph 2.05 of the General Conditions, please request a Pre-Construction Meeting from the ENGINEER prior to delivery of any materials or start of any construction. A minimum of three (3) full working days notice is required to set up the Pre-Construction Meeting. Also, please notify the ENGINEER three (3) full working days in advance of any staking requirements or other activity on the Project.

Work at the site must be started by \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

**Copy to ENGINEER:**

Wade Trim, Inc.  
4241 Old US-27 South, Suite 1  
Gaylord, MI 49735

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(Authorized Signature)



**Section 00 6112  
Performance Bond**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENT, That we, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Michigan, hereinafter called the "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, hereinafter called "Surety", are held and firmly bound unto \_\_\_\_\_, as Obligee, and hereinafter called "Obligee," in the just and full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, or any other forbearance, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and his (their or its) obligations thereunder, including the Contract Documents therein referred to and made a part thereof, and such alteration as may be made in such contract or Contract Documents, as herein or therein provided for, then this obligation shall be void; otherwise, this bond and obligation shall be and remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness for CONTRACTOR

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

By \_\_\_\_\_

\_\_\_\_\_  
Witness for Surety

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-In-Fact (Seal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness for CONTRACTOR

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

By \_\_\_\_\_

\_\_\_\_\_  
Witness for Surety

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-In-Fact (Seal)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address of Surety

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

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

**Section 00 6275  
Engineer's Certificate for Payment**

Job Number: \_\_\_\_\_ Certificate Number: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Project: \_\_\_\_\_

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

Substantial Completion Date: \_\_\_\_\_ Extended To: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Extended To: \_\_\_\_\_

---

---

Original Contract Price.....	Total Earned To Date.....
Adjustments to Quantities.....	Retention.....
Extras.....	Deductions.....
Total Change Orders.....	Total Withheld.....
Amended Contract Price.....	Total Net Due.....
Less Total Net Due.....	Less Previous Certificates.....
Balance on Contract.....	Total Balance Due this Certificate.....

---

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ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the data comprising the above application, the ENGINEER to the best of his knowledge, information, and belief and subject to the limitations stated in the Contract Documents certifies to the OWNER that: (1) Work has progressed to the point indicated, (2) that the quality of the Work is in accordance with the Contract Documents, and (3) the CONTRACTOR is entitled to payment of the Total Balance Due This Certificate.

Certified \_\_\_\_\_  
ENGINEER Date

Recommended \_\_\_\_\_  
Date



## Section 00 6520 Sworn Statement

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_}

\_\_\_\_\_ being duly sworn, deposes and says:  
That \_\_\_\_\_ is the (CONTRACTOR) (Subcontractor) for an improvement to the following described real property situated in \_\_\_\_\_ County, Michigan described as follows: \_\_\_\_\_

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

(Insert Legal Description of Property)

That the following is a statement of each Subcontractor and Supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (CONTRACTOR) (Subcontractor) has (contracted) (subcontracted) for performance under the contract with the OWNER or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
TOTALS:							

*(Some columns are not applicable to all persons listed)*

(CONTINUED)

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

Deponent further says that he or she makes the foregoing statement as the (CONTRACTOR) (Subcontractor) or as \_\_\_\_\_ of the (CONTRACTOR) (Subcontractor) for the purpose of representing to the OWNER or lessee of the described on the reverse side premises and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on the reverse side and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

\_\_\_\_\_  
(Deponent)

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_ County, Michigan

My Commission Expires \_\_\_\_\_

**INSTRUCTIONS**

1. A Sworn Statement in the preceding form must be provided before any CONTRACTOR or Subcontractor can file a Complaint, Cross-Claim, or Counter-Claim to enforce a construction lien.
2. An OWNER or lessee may withhold payment to a CONTRACTOR or Subcontractor who has not provided a Sworn Statement. An OWNER or lessee may withhold from a CONTRACTOR or Subcontractor who has provided a Sworn Statement the amount sufficient to pay all sums shown on the statement as owing Subcontractors, Suppliers, and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to the Construction Lien Act of 1980.
3. An OWNER or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the OWNER or lessee with a Notice of Furnishing pursuant to the Construction Lien Act of 1980.
4. If the contract provides for payments by the OWNER to the general contractor, if any, in the normal course of construction, but the OWNER elects to pay lien claimants directly, the first time the OWNER elects to make payment directly to a lien claimant he or she shall provide at least 5 business days' notice to the general contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the OWNER first returns to the practice of paying all sums to the general contractor.

**Section 00 6521**  
**Prevailing Federal Wage Rate – Davis Bacon Act**

**Part 1 General**

**1.01 Summary**

- A. P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.
- B. In case there is an omission of any trade from the list of wage and fringe benefit rates to be paid to each class of mechanic by CONTRACTOR, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed.
- C. A finding by the U.S. Department of Labor's Wage and Hour Division that CONTRACTOR or subcontractor is in violation of the requirements of the contract shall be final.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section

*See Appendix D for Wage Rate Determination.*



**Section 00 7200  
General Conditions**

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## Article 1 Definitions

### 1.01 Defined Terms

- A. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
1. Addenda -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.
  2. Agreement -- The written Agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
  3. Application and Certificate for Payment -- The form included in the Contract Documents which is to be used by CONTRACTOR in requesting progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. Bid -- The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.
  5. Bidding Requirements -- The Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Legal Status of Bidder, Bid Bond, and any other documents identified in the Proposal, to be submitted with the Bid.
  6. Bonds -- Bid, Performance and Payment bonds and other instruments of security.
  7. Change Order -- A written order to CONTRACTOR, reviewed by the ENGINEER and signed by OWNER, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time. The Contract Price and Contract Time may be changed only by Change Order. A Change Order signed by CONTRACTOR indicates his agreement therewith, including that the Change Order constitutes a final adjustment in the Contract Price or Contract Time for all issues addressed or described in the Change Order.
  8. Change Proposal -- A written request by CONTRACTOR, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by ENGINEER concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  9. Claims --
    - a. A demand or assertion by OWNER directly to CONTRACTOR, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by ENGINEER concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting ENGINEER's decision regarding a Change Proposal; seeking resolution of a contractual issue that ENGINEER has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by CONTRACTOR directly to OWNER, duly submitted in compliance with the procedural requirements set forth herein, contesting ENGINEER's decision regarding a Change Proposal, or seeking resolution of a contractual issue that ENGINEER has declined to address.
  - c. A demand or assertion by OWNER or CONTRACTOR, duly submitted in compliance with the procedural requirements set forth herein, arising after ENGINEER has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
10. Constituents of Concern -- Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  11. Contract -- The entire and integrated written contract between OWNER and CONTRACTOR concerning the Work
  12. Contract Documents -- Those items so designated in the Agreement, and which together comprise the Contract.
  13. Contract Price -- The monies or other considerations payable by OWNER to CONTRACTOR for completion of acceptable Work in accordance with the Contract Documents as stated in the Agreement.
  14. Contract Time -- The number of days or the date stated in the Agreement:
    - a. to achieve Substantial Completion of all or any specified portions of the Work, and;
    - b. to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11.
  15. CONTRACTOR -- The person, firm or corporation with whom OWNER has entered into the Agreement.
  16. Cost of the Work -- The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in paragraph 12.01.
  17. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
  18. Defective -- An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
  19. Drawings -- See Plans.

20. Effective Date of Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document -- Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means -- Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow:
  - a. the transmission or communication of Electronic Documents;
  - b. the documentation of transmissions, including sending and receipt;
  - c. printing of the transmitted Electronic Document by the recipient;
  - d. the storage and archiving of the Electronic Document by sender and recipient; and
  - e. the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. ENGINEER -- The person, firm, or corporation identified in the Supplementary Instructions to Bidders hired by OWNER to prepare Plans and Specifications for the Project and to assist OWNER in interpreting Plans and Specifications during the performance of the Work. ENGINEER's authority and responsibility are set forth in the Contract between OWNER and ENGINEER. CONTRACTOR acknowledges and agrees that ENGINEER's obligations and duties under ENGINEER's contract with OWNER are obligations and duties to OWNER only, and ENGINEER has no independent obligation to CONTRACTOR of any kind, including but not limited to providing services, or to take any action or to refrain from taking action on behalf of CONTRACTOR or any Subcontractor, Sub-Subcontractor or Supplier.
24. Field Order -- A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraphs 9.04 and 9.05 but which does not involve a change in the Contract Price or the Contract Time.
25. Hazardous Environmental Conditions -- The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. Laws and Regulations; Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
  27. Lump Sum -- Construction Work where the OWNER pays a single stipulate price (Lump Sum) for the entire scope of Work; plus or minus alternates and/or allowances. However, unit prices may be required for individual items of Work for the purposes of changes, additions, or deletions.
  28. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.
  29. Notice of Award -- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
  30. Notice to Proceed -- A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
  31. OWNER -- The public body or authority, corporation, limited liability company, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided and as identified in the Supplementary Instructions to Bidders.
  32. Partial Utilization -- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
  33. Plans -- The part of the Contract Documents which graphically show the extent, character and Scope of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by the ENGINEER or OWNER; sometimes also referred to as Drawings.
  34. Progress Schedule -- A schedule, prepared and maintained by CONTRACTOR, describing the sequence and duration of the activities comprising CONTRACTOR's plan to accomplish the Work within the Contract Times.
  35. Project -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
  36. Project Manual -- The volume assembled for the Project which may include, among other parts, Procurement Requirements, Contracting Requirements and Specifications.
  37. Proposal -- The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  38. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 as amended.

39. Resident Project Representative -- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.
40. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
41. Schedule of Submittals -- A schedule, prepared and maintained by CONTRACTOR, of required Submittals and the time requirements for ENGINEER's review of the Submittals.
42. Schedule of Values -- A schedule, prepared and maintained by CONTRACTOR, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing CONTRACTOR's Applications for Payment.
43. Shop Drawings -- All drawings, diagrams, illustrations, schedules and other data or information required by the Contract Documents which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
44. Site -- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by OWNER which are designated for the use of CONTRACTOR.
45. Specifications -- That part of the Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
  - a. Project Specifications are those portions of the Contract Documents which have been prepared specifically for this Project and which are identified by the job number in the lower right-hand corner of each page.
  - b. Standard Specifications are Specification sections that are the same from Project to Project as of the revision date shown in the lower left-hand corner of the page.
  - c. Standard Specification Section Revisions -- Section 00 9120 of the Specifications which amends or supplements the Standard Specification Sections.
46. Subcontractor -- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
47. Submittal -- A written or graphic document, prepared by or for CONTRACTOR, which the Contract Documents require CONTRACTOR to submit to ENGINEER, or that is indicated as a Submittal in the Schedule of Submittals accepted by ENGINEER. Submittals may include Shop Drawings and Samples; schedules; product data; OWNER-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record

documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by ENGINEER, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

48. Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
49. Supplementary Conditions -- The part of the Contract Documents which amends or supplements these General Conditions.
50. Supplementary Instructions to Bidders -- The part of the Contract Documents which amends or supplements the Instructions to Bidders.
51. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR, or with any Subcontractor, or with OWNER, to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
52. Unit Price -- Construction Work where the OWNER pays a fixed sum (Unit Price) per each completed unit of Work. Units are listed on the Proposal Form.
53. Utilities -- Underground or above ground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any structures or encasements containing such facilities, which have been installed to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, water or other liquids or chemicals.
54. Work -- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
55. Work Change Directive -- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and reviewed by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.03 or to emergencies under paragraph 6.18. A Work Change Directive will not change the Contract Price or Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.01.

## **1.02 Terminology**

- A. The following words, terms, or phrases are not defined but, when used in the Contract Documents, have the following meaning:
1. Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved” or terms of like effect or import are used; or the adjectives “reasonable,” “suitable,” “acceptable,” “proper” or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the technical requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.
  2. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  3. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  4. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  5. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **Article 2 Preliminary Matters**

### **2.01 Delivery of Bonds and Insurance**

- A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Insurance Certificates and other evidence of Insurance requested as CONTRACTOR may be required to furnish in accordance with Article 5. No Work at the site may begin or progress payments made to CONTRACTOR until all Bonds and Insurance Certificates in the form and substance required in Article 5 have been submitted and approved by OWNER.

### **2.02 Copies of Documents**

- A. OWNER shall furnish to CONTRACTOR up to 5 copies of the Contract Documents (including at least one fully signed counterpart of the Agreement) as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

**2.03 Commencement of Contract Time; Notice to Proceed**

- A. Time is of the essence in the performance of the Work. The Contract Time will commence to run on the 30th day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the effective date of the Agreement. In no event will the Contract Time commence to run later than the 30<sup>th</sup> day after the effective date of the Agreement. Time limits stated in the Contract Documents are of the essence of the Agreement.

**2.04 Starting the Project**

- A. CONTRACTOR shall start to perform the Work within 10 days of when the Contract Time commences to run, but no Work shall be done at the Site prior to the date on which the Contract Time commences to run. CONTRACTOR shall notify the ENGINEER at least 3 working days in advance of the time he intends to start Work.

**2.05 Preconstruction Meeting**

- A. Within 10 days of the Effective Date of the Agreement and prior to the delivery of materials or the start of any construction, the CONTRACTOR shall request a Preconstruction Meeting from ENGINEER. A minimum of 3 full working days' notice shall be required.
- B. Prior to the scheduling of the Preconstruction Meeting, CONTRACTOR shall submit to ENGINEER for review:
  - 1. A preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. A preliminary Schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing such Submittal;
  - 3. An estimated monthly payment schedule, and a preliminary Schedule of Values for all of the Work.
- C. The Preconstruction Meeting will be held for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other Submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**2.06 Electronic Transmittals**

- A. Except as otherwise stated elsewhere in the Contract, the OWNER, ENGINEER, and CONTRACTOR may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then OWNER, ENGINEER, and CONTRACTOR shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## **Article 3 Contract Documents Intent and Reuse**

### **3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. ENGINEER will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon OWNER and CONTRACTOR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between OWNER or ENGINEER and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations; or
  - 3. any obligation on the part of ENGINEER to CONTRACTOR.

### **3.02 Reference to Standards and Specifications of Technical Societies**

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, or Laws or Regulations in effect at the time of opening of Bids or, on the effective date of the Agreement if there were no Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed whether or not it is specifically called for.

- C. No provision of any standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### **3.03 Reporting and Resolving Discrepancies**

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR has a duty to and shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR should reasonably have discovered and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.
- B. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.18) until receiving written instruction or clarification from ENGINEER or OWNER. However, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement issued by one of the methods indicated in paragraph 3.05, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and;
  - 1. the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - 2. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### **3.04 Requirements of Contract Documents**

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

- B. ENGINEER will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. ENGINEER's written clarification, interpretation, or decision will be final and binding on CONTRACTOR, unless it appeals by submitting a Change Proposal, and on OWNER, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve
  - 1. the performance or acceptability of the Work under the Contract Documents,
  - 2. the design (as set forth in the Drawings, Specifications, or otherwise), or
  - 3. other engineering or technical matters, then ENGINEER will promptly notify OWNER and CONTRACTOR in writing that ENGINEER is unable to provide a decision or interpretation. If OWNER and CONTRACTOR are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in paragraph 11.01.

### **3.05 Order of Precedence**

- A. In resolving conflicts, errors or discrepancies between Plans and Specifications,
  - 1. figured dimensions shall govern over scaled dimensions;
  - 2. Plans shall govern over Standard Specifications;
  - 3. and Project Specifications shall govern over Standard Specifications and Plans.

### **3.06 Amending and Supplementing Contract Documents**

- A. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - 1. a Field Order (pursuant to paragraph 9.05), or,
  - 2. a Change Order (pursuant to paragraph 10.01.A.1), or
  - 3. a Work Change Directive Order (pursuant to paragraph 10.01.A.2)
- B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - 1. a Field Order (pursuant to paragraph 9.05),
  - 2. ENGINEER's review of a Shop Drawing or Sample (pursuant to paragraph 6.21), or
  - 3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.04).

### **3.07 Reuse of Documents**

- A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, Supplier, distributor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER:
  - 1. shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and

2. they shall not reuse any of such Plans, Specification, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

### **3.08 Electronic Data**

- A. Except as otherwise stated elsewhere in the Contract Documents, OWNER, ENGINEER and CONTRACTOR may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information and graphics, including but not limited to Shop Drawings and other Submittals, in electronic media or digital format, either directly or through access to a secure Project website.
- B. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **Article 4 Availability of Lands; Subsurface and Physical Conditions; Reference Points**

### **4.01 Availability of Lands**

- A. OWNER shall furnish, as indicated in the Contract Documents and not later than the established date for beginning Work on the Contract, the lands upon which the Work is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless otherwise provided in the Contract Documents.

### **4.02 Subsurface and Physical Conditions; Investigations and Reports**

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which have been reviewed in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- B. The locations of utilities or other physical conditions relating to existing surface or subsurface structures at or contiguous to the Site as shown on the Plans are taken from drawings from sources believed to be reliable. Neither the OWNER nor ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
- C. CONTRACTOR shall draw its own conclusions as to the general accuracy of the "technical data" contained in such reports and drawings, and confirms such reports and drawings are not Contract Documents. CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

- a. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
  - b. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
  - c. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
2. The cost of all the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:
- a. reviewing and checking all such information and data,
  - b. locating all Utilities during construction,
  - c. coordination of the Work with the owners of such Utilities, and
  - d. the safety and protection of all such Utilities as provided in paragraph 6.15 and repairing any damage thereto resulting from the Work.

#### **4.03 Unforeseen Physical Conditions**

- A. A. If CONTRACTOR discovers one or both of the following physical conditions of surface or subsurface at the Project or improvement Site, before disturbing the physical condition, the CONTRACTOR shall immediately notify OWNER and ENGINEER of the physical condition; and follow up within 48 hours in writing:
  1. A subsurface or a physical condition at the Site differing materially from those indicated in the Contract Documents, or
  2. An unknown physical condition at the Site of a nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the improvement project.
- B. ENGINEER's Review. After receipt of written notice as required by the preceding paragraph, ENGINEER will promptly review the subsurface or physical condition in question; determine the necessity of OWNER's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in paragraph 4.03.A above; obtain any pertinent cost or schedule information from CONTRACTOR; prepare recommendations to OWNER regarding the CONTRACTOR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise OWNER in writing of ENGINEER's findings, conclusions, and recommendations.
- C. OWNER's Statement to CONTRACTOR Regarding Site Condition. After receipt of ENGINEER's written findings, conclusions, and recommendations, OWNER shall issue a written statement to CONTRACTOR (with a copy to ENGINEER) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ENGINEER's written findings, conclusions, and recommendations, in whole or in part.

- D. Possible Price and Times Adjustments.
1. CONTRACTOR shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in paragraph 4.03.A;
    - b. with respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03; and
    - c. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times pursuant to paragraph 10.05.
  2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. CONTRACTOR knew of the existence of such condition at the time CONTRACTOR made a commitment to OWNER with respect to Contract Price and Contract times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such commitment; or
    - c. CONTRACTOR failed to give the written notice as required by paragraph 4.03.A.
  3. If OWNER and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order or Work Change Directive.
  4. CONTRACTOR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after OWNER's issuance of the OWNER's written statement to CONTRACTOR regarding the subsurface or physical condition in question.

#### **4.04 Utilities**

- A. CONTRACTOR's Responsibilities. The information and data shown or indicated in the Contract Documents with respect to existing Utilities at or adjacent to the Site, if any, is based on information and data furnished to OWNER or ENGINEER by the owners of such Utilities, including OWNER, or by others.
1. OWNER and ENGINEER do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
  - a. reviewing and checking all information and data regarding existing Utilities at the Site;
  - b. locating all Utilities shown or indicated in the Contract Documents as being at the Site;
  - c. coordination of the Work with the owners (including OWNER) of such Utilities, during construction; and
  - d. the safety and protection of all existing Utilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by CONTRACTOR. If CONTRACTOR believes that an Utilities that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.18), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER.
- C. ENGINEER's Review. ENGINEER will:
  1. promptly review the Utilities and conclude whether such Utilities was not shown or indicated in the Contract Documents,
  2. or was not shown or indicated with reasonable accuracy;
  3. obtain any pertinent cost or schedule information from CONTRACTOR;
  4. prepare recommendations to OWNER regarding the CONTRACTOR's resumption of Work in connection with the Utilities in question;
  5. determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Utilities;
  6. and advise OWNER in writing of ENGINEER's findings, conclusions, and recommendations.

During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
- D. OWNER's Statement to CONTRACTOR Regarding Utilities. After receipt of ENGINEER's written findings, conclusions, and recommendations, OWNER shall issue a written statement to CONTRACTOR (with a copy to ENGINEER) regarding the Utilities in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ENGINEER's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:
  1. CONTRACTOR shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Utilities at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Utilities in question;
  - b. With respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03;
  - c. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times; and
  - d. CONTRACTOR gave the notice required in paragraph 4.04.B.
2. If OWNER and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. CONTRACTOR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after OWNER's issuance of the OWNER's written statement to CONTRACTOR regarding the Underground Facility in question.

#### **4.05 Reference Points**

- A. OWNER shall provide engineering surveys for construction to establish property corners, monuments, bench marks and similar reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for the preservation of established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Reference points destroyed by negligence of CONTRACTOR will be replaced by OWNER at the expense of CONTRACTOR. Construction Staking will be furnished by OWNER as provided in Division 01 of the Specifications.

#### **4.06 Constituents of Concern**

- A. OWNER shall be responsible for any Constituents of Concern uncovered or revealed at the Site which was not shown or indicated in Plans or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. OWNER shall not be responsible for any such materials brought to the Site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.
- B. Upon discovering any such material, CONTRACTOR shall immediately:
  1. stop all Work in connection with such Hazardous Environmental Condition and in any area affected thereby (except in emergency as required by paragraph 6.18), and
  2. notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such Hazardous Environmental Condition or take corrective action, if any.

- C. CONTRACTOR shall not be required to resume Work in connection with such Hazardous Environmental Condition or in any such affected areas until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice:
  - 1. specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or
  - 2. specifying any special conditions under which such Work may be resumed safely.
- D. If OWNER and CONTRACTOR cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Terms as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a Claim therefor as provided in paragraph 11.01.
- E. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such condition, or in such affected area, to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 11.01. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with paragraph 7.01.
- F. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from such condition per this paragraph 4.06, provided that:
  - 1. any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  - 2. nothing in this paragraph 4.06 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- G. The provisions of paragraph 4.03 are not intended to apply to the presence of Constituents of Concern or Hazardous Environmental Conditions uncovered or revealed at the Site.

## **Article 5 Bonds and Insurance**

### **5.01 Performance and Other Bonds**

- A. CONTRACTOR shall furnish performance and payment Bonds, on the form included in the Contract Documents, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until 1 year after the date when final payment becomes due, except as otherwise provided by Laws and Regulations or as specified in the Contract Documents or Bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions.

- B. All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as
  - 1. are licensed to conduct business in the state where the Project is located, and
  - 2. are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch.
- C. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If Surety on any Bond furnished by CONTRACTOR is declared as bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of clauses (1) and (2) of paragraph 5.01, CONTRACTOR shall within 5 days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

#### **5.02 Licensed Insurers and Sureties**

- A. Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

#### **5.03 Insurance**

- A. CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, OWNER(s) and ENGINEER(s) from Claims arising out of the Work described in this Contract and performed by CONTRACTOR, Subcontractor(s) or Sub subcontractor(s) consisting of:
  - 1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which Work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which Work on this Project is performed are acceptable.
  - 2. An occurrence form Commercial General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, plus appropriate endorsements to protect OWNER and ENGINEER against Claims, demands, and lawsuits from employees of CONTRACTOR and Subcontractors, including the following exposures:
    - a. All premises and operations.
    - b. Explosion, collapse and underground damage.
    - c. CONTRACTOR's Protective coverage for independent contractors or Subcontractors employed by him.

- d. Broad form blanket, contractual liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the General Conditions or Supplementary Conditions of this Contract.
  - e. Personal Injury Liability endorsement with no exclusions pertaining to employment.
  - f. Products and Completed Operations coverage. Coverage shall extend through the Contract guarantee period.
  - g. Broad form property damage.
  - h. Cross liability endorsement.
  - i. For design professional additional insureds, ISO Endorsement CG 20 32 04 13, "Additional Insured-Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
3. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. Comprehensive General Liability and the Comprehensive Auto Liability shall be written by the same insurance carrier, though not necessarily in one policy.
  4. CONTRACTOR shall purchase for OWNER an Owner's Protective Liability policy to protect OWNER, ENGINEER, their consultants, agents, employees and such public corporations in whose jurisdiction the Work is located for their liability for Work performed by the CONTRACTOR, the Subcontractor(s) or the Sub subcontractor(s) under this Contract.
  5. When a limit of liability is identified in the Supplementary Conditions, CONTRACTOR shall purchase a Builder's Risk Installation Floater in a form acceptable to OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insureds,
    - a. CONTRACTOR,
    - b. all Subcontractors,
    - c. all Sub subcontractors,
    - d. OWNER, and ENGINEER(s) or Architect(s), as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the Site, stored elsewhere, or in transit at the risk of the insured(s).

Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, flood and earthquake, with removal of passive design error exclusion. Except as may otherwise be required by OWNER, CONTRACTOR may arrange for such deductibles as CONTRACTOR deems to be within CONTRACTOR's ability to self-assume, but CONTRACTOR will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with OWNER and CONTRACTOR and paid to OWNER and CONTRACTOR as Trustee for the other insureds.

6. Umbrella or Excess Liability
    - a. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to CONTRACTOR's General Liability and Automobile Liability Insurance and shall be written on an occurrence basis.
  7. Railroad Protective Liability
    - a. Where any of the Work is within a railroad right-of-way or where a limit of liability is identified in the Supplementary Conditions, CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights of way across which Work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See the Supplementary Conditions for limits and coverage requested.
  8. CONTRACTOR's Professional Liability Insurance
    - a. If CONTRACTOR will provide or furnish professional services under this Contract through a delegation of professional design services or otherwise, then CONTRACTOR shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against Claims arising out of performance of professional design or related services caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by CONTRACTOR itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- B. OWNER's responsibilities in respect of purchasing and maintaining insurance are set forth below:
1. OWNER shall assume responsibility for such boiler and machinery insurance as may be required or considered to be necessary by OWNER in the course of construction, testing or after completion.
    - a. OWNER shall assume responsibility for such insurance as will protect the OWNER against any loss of use of OWNER's property due to those perils insured pursuant to paragraph 1 above.

**5.04 Limits of Liability**

- A. The required limits of liability for insurance coverages required in paragraphs 5.03 shall be not less than those specified in the Supplementary Conditions.

**5.05 Notice of Cancellation or Intent Not to Renew**

- A. Policies will be endorsed to provide that at least 30 days written notice shall be given to OWNER and to ENGINEER of cancellation, intent not to renew, or material modification of the coverage.

#### **5.06 Evidence of Coverage**

- A. Prior to commencement of the Work, CONTRACTOR shall furnish to OWNER and ENGINEER, Certificates of Insurance in force on current Accord® Certificate of Insurance form. Other forms of Certificate are acceptable only if;
  - 1. they include all of the items prescribed in the current Accord® Certificate of Insurance form, including agreement to cancellation provisions outlined in paragraph 5.05 above; and
  - 2. they have approval of OWNER and ENGINEER.
- B. Prior to the commencement of the Work, CONTRACTOR shall furnish to OWNER complete "originally signed" copies of the Owner's Protective Liability Policy. The number of copies shall be the same as the number of counterparts of the Agreement. OWNER reserves the right to request complete copies of other policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

#### **5.07 Qualification of Insurers**

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

#### **5.08 Damage Claims - Acknowledgment and Reports**

- A. CONTRACTOR shall furnish to OWNER an acknowledgment receipt from the insurance carrier for each damage claim against the Project. The receipt shall include the insurance carrier's assigned claim number.
- B. Upon request, CONTRACTOR or his insurance carrier shall also furnish to OWNER a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.
- C. Failure of CONTRACTOR to comply with this paragraph 5.08 may result in the amount of such damage claims being withheld from CONTRACTOR's monthly pay estimate. Such withholding shall be reimbursed in the monthly pay estimate following compliance with this paragraph.

#### **5.09 Cost of Insurance**

- A. The unit cost of the insurance herein specified will not be a specific bid item, but the cost of such insurance will be included by the CONTRACTOR in the various prices bid.

#### **5.10 Waiver of Rights**

- A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.03 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants (and all other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds in such policies) and will provide primary coverage for all losses and damages caused by the perils covered thereby. Such policies shall contain provisions to

the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

- B. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds under such policies for loss and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

#### **5.11 Receipt and Application of Insurance Proceeds**

- A. Any insured loss under the policies of insurance required by paragraph 5.03.A.5 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. If no other special agreement is reached the damaged Work shall be repaired or replaced, the monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order, Field Order or Work Change Directive.
- B. OWNER as fiduciary shall have power to adjust and settle any loss under the policies required by paragraph 5.03.A.5 with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers.

### **Article 6 Contractor's Responsibilities**

#### **6.01 Supervision and Superintendence**

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies with the Contract Documents. However, if specific means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications, CONTRACTOR shall be responsible to comply therewith, but may implement such prescribed Work in a manner of CONTRACTOR's choosing so long as the Work complies with the requirements of the Plans and Specifications.
- B. At all times during the progress of the Work, CONTRACTOR shall assign and maintain a competent superintendent who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

## **6.02 Labor and Working Hours**

- A. CONTRACTOR shall provide competent, suitably qualified personnel in their various duties. CONTRACTOR shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons, the Work, property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours (7:00 a.m. to 7:00 p.m.), and CONTRACTOR will not permit the performance of Work on Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

## **6.03 Services, Materials and Equipment**

- A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start up and completion of the Work.
- B. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence, (including reports of required tests) as to the kind and quality of materials and equipment to be incorporated in the Work. The CONTRACTOR shall not use material in the Work until Shop Drawing or Submittals have been reviewed by the ENGINEER. All materials which do not meet the requirements of the Specifications at the time they are to be used will be rejected, and unless otherwise permitted by ENGINEER, shall be plainly marked and removed immediately from the Work.
- C. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, Supplier or distributor, except as otherwise provided in the Contract Documents.

## **6.04 Substitutes and "Or-Equals"**

Whenever an item of materials or equipment is specified or described in the Contract Documents for installation in the Work by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor; or means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications; the specification or description is intended to establish the type, function and quality required or the means, methods, techniques, sequences and procedures of construction required. Unless the specification or description contains or is followed by words indicating that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or materials or equipment of other manufacturers, fabricators, suppliers or distributors; or other means, methods, techniques, sequences and procedures of construction may be accepted by ENGINEER under the following circumstances:

1. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
  2. Substitute Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.04.A; or a proposed means, methods, techniques, sequences and procedures of construction are different from what is prescribed in the Plans or Specifications, it will be considered a proposed substitute item.
- B. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment or means, methods, techniques, sequences and/or procedures proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following, as supplemented in the Specifications, and as ENGINEER may decide is appropriate under the circumstances. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.
- C. If CONTRACTOR wishes to furnish or use a substitute, CONTRACTOR shall make written application to ENGINEER on the Substitution Request Form provided for acceptance thereof, certifying that the proposed substitute will:
1. perform adequately the functions and achieve the results called for by the general design,
  2. be similar in substance to that specified,
  3. and be suited to the same use and capable of performing the same function as that specified.

The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the proposed substitute for use in the Work will require a change in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

- D. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

- E. All data to be provided by CONTRACTOR in support of any proposed “or-equal” or substitute item will be at CONTRACTOR’s expense. ENGINEER will be the sole judge of acceptability, and ENGINEER’s determination shall be final and binding, may not be reversed through an appeal under any provisions of the Contract Documents, and no “or-equal” or substitute shall be ordered, installed or utilized without ENGINEER’s prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR’s expense a special performance guarantee or other surety with respect to any “or-equal” or substitute which has been approved by ENGINEER.
- F. ENGINEER will record time required by ENGINEER and ENGINEER’s consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER’s consultants for evaluating any proposed substitute and in making any changes in the Contract Documents resulting therefrom.

**6.05 Concerning Subcontractors**

- A. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organizations, including those who are to furnish the principal items of materials or equipment, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall furnish ENGINEER a complete list of any Subcontractor, Supplier or other person or organization furnishing principal items of material or equipment within 4 days of request. Failure to object to any Subcontractor, Supplier, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
- B. If OWNER or ENGINEER, after due investigation, has reasonable objection to any Subcontractor, Supplier, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.
- C. The CONTRACTOR shall not award Work to Subcontractor(s), in excess of 50% of the Contract Price, without prior written approval of the OWNER.

CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors, Suppliers and of persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR’s own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization. OWNER or ENGINEER may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

- D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.
- E. If the amount of the subcontract or the nature of the Work to be performed thereunder warrants, OWNER may require Subcontractor to furnish, for the benefit of OWNER and CONTRACTOR jointly, Bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the general Contract. The Surety on the general Contract shall not be eligible to furnish such Subcontract Bonds.
- F. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as and additional insured on the property insurance provided in paragraph 5.03.A.5, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same. CONTRACTOR shall file a true copy of such agreement with OWNER.

#### **6.06 Patent Fees and Royalties**

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall defend, indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **6.07 Permits and Licenses**

- A. CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges, permit, review, and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work.

#### **6.08 Laws and Regulations**

- A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to furnishing and performance of the Work. Neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws, ordinances, rules, and Regulations.
- B. If CONTRACTOR performs any Work that is contrary to such laws, ordinances, rules and regulations, CONTRACTOR shall bear all claims, costs, losses, damages and expenses caused by, arising out of, or resulting therefrom. However, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Plans are in accordance with such laws, ordinances, rules, and regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.
- C. OWNER or CONTRACTOR may give notice to the other party of any changes after the submission of CONTRACTOR's Bid (or after the date when CONTRACTOR became bound under a negotiated Contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount, or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice CONTRACTOR may submit a Change Proposal, or OWNER may initiate a Claim.

#### **6.09 Taxes**

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

#### **6.10 Use of Premises**

- A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights of way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with any such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR's continuing obligations under paragraph 6.24 shall be applicable to any claim hereunder.

#### **6.11 Removal of Debris and Cleaning**

- A. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to their original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR shall fail to keep the above noted areas cleaned of dust or debris resulting from CONTRACTOR's operations, CONTRACTOR shall be so notified in writing by ENGINEER. If within 24 hours after receipt of such notice CONTRACTOR shall fail to clean such areas satisfactorily, OWNER may have such other agency as he shall designate, perform the work and all costs of such cleaning shall be paid for by CONTRACTOR.

#### **6.12 Loading Structures**

- A. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **6.13 Protection of Utilities**

- A. When it is possible for construction operations to endanger any public or private utility, conduit, or structure, CONTRACTOR shall notify the utility owner of this possibility, and safeguard and support such utilities, conduits, or structures. Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, CONTRACTOR shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and CONTRACTOR shall assume the cost of any charge against OWNER therefor. In cases where existing Utilities or Utility service connections are encountered, CONTRACTOR shall perform his operations in such a manner that service will be uninterrupted, and the cost thereof shall be at CONTRACTOR's expense, unless otherwise provided.

#### **6.14 Record Documents**

- A. CONTRACTOR shall maintain in a safe place at the Site 1 record copy of all Specifications, Plans, Addenda, Change Orders, Work Change Directives, and Field Orders, in good order and annotated to show all changes made during construction. These record documents together with all Samples and all Shop Drawings shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

#### **6.15 Safety and Protection**

- A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Work Site or who may be affected by the Work,
  2. all the Work and materials or equipment to be incorporated therein, whether in storage on or off the Site, and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and Utilities and not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable Laws and Regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property, Utilities, and utility owners when prosecution of the Work may affect them.
- C. CONTRACTOR shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If CONTRACTOR neglects to restore or make good such damages or injury, OWNER may, upon 48 hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are due, or may become due, to CONTRACTOR for this Work.
- D. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.11 that the Work is Acceptable.
- E. CONTRACTOR shall comply with the applicable requirements of OWNER's safety programs, if any. Any OWNER's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- F. CONTRACTOR shall inform OWNER and ENGINEER of the specific requirements of CONTRACTOR's safety program with which OWNER's and ENGINEER's employees and representatives must comply while at the Site.
- G. CONTRACTOR's duties and responsibilities for safety and protection will continue until all the Work is completed, ENGINEER has issued a written notice to OWNER and CONTRACTOR in accordance with paragraph 14.11 that the Work is acceptable, and CONTRACTOR has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- H. CONTRACTOR's duties and responsibilities for safety and protection will resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

**6.16 Safety Representative**

- A. CONTRACTOR shall be responsible to designate for itself and its employees, and its Subcontractors a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**6.17 Hazard Communication Program**

- A. CONTRACTOR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable Laws or Regulations.

#### **6.18 Emergencies**

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

#### **6.19 Shop Drawings and Samples**

- A. CONTRACTOR shall submit Shop Drawings required by the Contract Documents to ENGINEER for review, in accordance with an accepted schedule. All Submittals will be identified as ENGINEER may require and in the number of copies specified in the Specifications. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.21.
- B. CONTRACTOR shall also submit all samples required by the Contract Documents to ENGINEER for review in accordance with an accepted schedule. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as ENGINEER may require to enable ENGINEER to review the Submittal for the limited purposes required by paragraph 6.21. The number of each sample to be submitted will be as specified in the Specifications.

#### **6.20 Submittal Procedures**

- A. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
  - 1. all field measurements, quantities, dimension, specified performance criteria, installation requirements, manufacturer's recommendations, material, catalog numbers and similar information with respect thereto,
  - 2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
  - 3. all information relative to CONTRACTOR's responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- B. CONTRACTOR shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- C. Each Submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to review and approval of that Submittal.

- D. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to ENGINEER for review of each such variation.
- E. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous Submittals.
- F. CONTRACTOR shall furnish required Submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. ENGINEER will record ENGINEER's time for reviewing a fourth or subsequent submittal of Shop Drawings, sample, or other item requiring approval, and CONTRACTOR shall be responsible for ENGINEER's charges to OWNER for such time. OWNER may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges.
- G. If CONTRACTOR requests a change of a previously approved Submittal item, CONTRACTOR shall be responsible for ENGINEER's charges to OWNER for its review time, and OWNER may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

#### **6.21 Engineer's Review**

- A. ENGINEER will review Shop Drawings and Samples in accordance with the Schedule of Submittals accepted by ENGINEER as required by paragraph 2.05. ENGINEER's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions.
- B. ENGINEER's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such variation at the time of submission and ENGINEER has given written concurrence to the specific variation, nor shall any concurrence by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings. ENGINEER's review shall not relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.20.
- C. Where a Shop Drawing or sample is required by the Contract Documents or the Schedule of Submittals accepted by ENGINEER per paragraph 2.05, no related Work shall be commenced until the Submittal has been reviewed by the ENGINEER.

#### **6.22 Continuing the Work**

- A. CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

### **6.23 Contractor's General Warranty and Guarantee**

- A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or their employees, agents, or representatives, or any person or entity for whom CONTRACTOR is responsible; or
  2. normal wear and tear under normal usage.
- B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:
1. observations by ENGINEER;
  2. recommendation of any progress or final payment by ENGINEER;
  3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
  4. use or occupancy of any part of the Work by OWNER;
  5. any acceptance by OWNER or failure to do so;
  6. any review or approval of a Shop Drawing or Sample Submittal or the issuance of a notice of acceptability by ENGINEER per paragraph 14.11;
  7. any inspection, test or approval by others; or
  8. any correction of defective Work by OWNER.
- C. If Contract requires the CONTRACTOR to accept the assignment of a contract entered into by OWNER, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to CONTRACTOR's performance obligations to OWNER for the Work described in the assigned Contract.
- D. CONTRACTOR shall assign to OWNER all warranties extended to CONTRACTOR by material Suppliers and Subcontractors. If an assignment of warranty requires the material Supplier or Subcontractor to consent to same, then CONTRACTOR shall secure the material Supplier's or Subcontractor's consent to assign said warranties to OWNER.
- E. The warranties provided in this section shall be in addition to, and not in limitation of, any other warranty or remedy required by law.

### **6.24 Indemnification**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to OWNER) and hold harmless OWNER, ENGINEER and any additional indemnitees identified in the Supplementary Conditions and their respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demands") to the extent caused by, arising out of, resulting from or occurring in connection with:

1. CONTRACTOR's breach of, or failure to comply with, the Agreement, the Contract Documents, or any other contract that it enters into regarding the Work, including any default in performance; or
  2. Personal injury or death to any person (including, but not limited to, CONTRACTOR, CONTRACTOR's employees, Subcontractors, Subcontractors' employees, and material Suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with
    - a. the Work,
    - b. any activity associated with the Work, or
    - c. the operations or acts of commission or omission of CONTRACTOR, CONTRACTOR's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom CONTRACTOR is legally liable in the performance of Work, whether arising before or after completion of the Work.
- B. To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above paragraph 6.24.A, CONTRACTOR's indemnity obligations under this Agreement shall include, but are not limited to:
1. Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any demand requiring indemnity by this Agreement;
  2. All expenses, including but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from CONTRACTOR if CONTRACTOR fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;
  3. All indemnification obligations imposed upon OWNER or ENGINEER, or both, arising out of or in connection with the Work; and
  4. Indemnification for any penalties and/or fines arising or resulting from CONTRACTOR's or any SUBCONTRACTOR's failure to comply with laws and/or regulations applicable to its/their Work.
- C. Contractor's duty to indemnify under Subpart A.2. of Article 6.24 is limited to the negligence of Contractor, Contractor's employees, Subcontractors, Subcontractor's employees, material Suppliers, or anyone for whom Contractor is legally liable in the performance of the Work, whether arising before or after the completion of the Work.
- D. The indemnification rights under this Agreement shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist.
- E. OWNER, at its option, may select counsel to defend any demand brought against it without impairing any obligation of the CONTRACTOR to provide indemnification.
- F. The indemnification provisions under this Agreement shall survive the completion or termination of this Agreement.

- G. In the case of claims by any employee of CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.
- H. Indemnification, additional insured and hold harmless obligations of CONTRACTOR and Subcontractor under the Contract Documents shall survive the termination of this Agreement.
- I. CONTRACTOR and Subcontractors will compel their insurance company to waive subrogation against OWNER, all ENGINEERS and all CONTRACTORS and Subcontractors identified as additional insureds in the Contract Documents, including any municipal entity now existing or newly created during the term of the Contract Documents.

**6.25 Delegation of Professional Design Services**

- A. CONTRACTOR will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out CONTRACTOR's responsibilities for construction means, methods, techniques, sequences or procedures. CONTRACTOR shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, equipment, structures, means, methods, techniques or sequences of construction are specifically required of CONTRACTOR by the Contract Documents, OWNER and ENGINEER will specify all performance and design criteria that such services must satisfy. CONTRACTOR shall cause such services or certifications to be provided by a professional properly licensed in the state in which the project is located, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other Submittals prepared by such professional. Shop Drawings and other Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to ENGINEER.
- C. OWNER and ENGINEER shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals.
- D. Pursuant to this paragraph 6.25, ENGINEER's review or approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. ENGINEER's review or approval of Shop Drawings and other Submittals (except design calculations and design drawings) will be only for the purpose stated in paragraph 6.21.
- E. CONTRACTOR shall not be responsible for the adequacy of the performance or design criteria specified by OWNER or ENGINEER.

## **Article 7 Work by Others**

### **7.01 Related Work at Site**

- A. In addition to and apart from the Work under the Contract Documents, the OWNER may perform other work at or adjacent to the Site. Such other work may be performed by OWNER's employees, or through contracts between the OWNER and third parties. OWNER may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If any part of CONTRACTOR's Work depends on proper execution or results upon the work of any such other contractor or utility owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable, or unsuitable for such proper execution and results of CONTRACTOR's 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 except for latent or non-apparent defects and deficiencies in the other work.
- C. CONTRACTOR shall afford each contractor who is party to such a direct contract, and each utility owner, (and OWNER, if OWNER is performing the additional work with OWNER's employees), proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of CONTRACTOR's Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- D. If the performance of additional work by other contractors, utility owner, or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR, or requires an extension of the Contract Time, CONTRACTOR may make a Claim therefor as provided in paragraph 11.01. Claims for delay or inconveniences due to operations of such other parties for work noted in the Contract Documents will not be allowed.

## **Article 8 Owner's Responsibilities**

### **8.01 Communication to Contractor**

- A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

### **8.02 Replacement of Engineer**

- A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

### **8.03 Furnishing Data**

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

**8.04 Pay When Due**

- A. OWNER shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.05 and 14.11.

**8.05 Lands and Easements; Reports and Tests**

- A. OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the Site.

**8.06 Change Orders**

- A. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.01) is obligated to execute Change Orders.

**8.07 Inspections, Tests, and Approvals**

- A. OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.02.

**8.08 Limitation on Owner's Responsibility**

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

**8.09 Undisclosed Hazardous Materials**

- A. OWNER's responsibility in respect of undisclosed Constituents of Concern uncovered or revealed at the Site is set forth in paragraph 4.06.

**8.10 Owner'S Designated Representative**

- A. OWNER shall designate a person to act as its representatives during the performance of the Work. OWNER's designated representative will attend meetings and perform on behalf of OWNER all obligations required of OWNER under the provisions of the Contract Documents.

**Article 9 Engineer's Status During Construction**

**9.01 Owner's Representative**

- A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction shall be as set forth in the Contract Documents.

**9.02 Visits to Site**

- A. ENGINEER may 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 solely for the benefit of OWNER, in general, if the Work is proceeding in accordance with the technical requirements of the Contract Documents. It will not be the responsibility of ENGINEER to make exhaustive or continuous on Site inspections to check the quality or quantity of the Work.

### 9.03 Resident Project Representative

- A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. A Resident Project Representative will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on Site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of CONTRACTOR. The Resident Project Representative's duties and responsibilities include:
1. Schedules
    - a. Review the Progress Schedule, Schedule of Submittals and Schedule of Values prepared by CONTRACTOR.
  2. Conferences
    - a. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and OWNER, and notify those expected to attend in advance.
  3. Liaison
    - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the technical aspects of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on Site operations.
  4. Shop Drawings and Samples
    - a. Advise ENGINEER and CONTRACTOR, or CONTRACTOR's superintendent, immediately of the commencement of any Work requiring a Shop Drawing or Sample submission if the submission was identified on the schedule and has not been reviewed by ENGINEER.
  5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
    - a. Conduct on Site observations of the Work and report to ENGINEER whenever Resident Project Representative believes that technical aspects of any executed Work is unsatisfactory, faulty or defective or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when Resident Project Representative believes that any partially completed portion of the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    - b. Observe, record and report to ENGINEER appropriate details relative to test procedures and startups.
    - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

6. Modifications
  - a. Consider CONTRACTOR's suggestions for modifications in Plans or Specifications and report them to ENGINEER.
7. Reports
  - a. Prepare periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved Progress Schedule and Schedule of Submittals.
8. Completion
  - a. Verify that all items on final list of items requiring completion or correction have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
9. Exceptions
  - a. Resident Project Representative:
    - (1) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
    - (2) Shall not approve or accept any portion of the completed Work.
    - (3) Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work.
    - (4) Shall not 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.
    - (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
    - (6) Shall not advise on or issue directions regarding CONTRACTOR's failure to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

#### **9.04 Clarifications and Interpretations**

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

#### **9.05 Authorized Variations in Work - Field Order**

- A. ENGINEER may authorize minor adjustments in the Work to avoid obstructions or interferences which do not involve an adjustment in the Contract Price or the Contract Time, and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a request for a Change Proposal may be made therefore as provided in paragraph 10.06 or a Claim may be submitted as set forth in paragraph 11.01.

**9.06 Rejecting Defective Work**

- A. ENGINEER will have authority to disapprove or reject completed portions of the Work which ENGINEER believes to be defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed or completed.

**9.07 Shop Drawings, Change Orders, and Payments**

- A. ENGINEER's responsibility for Shop Drawings and samples are set forth in paragraphs 6.19 through 6.21 inclusive.
- B. ENGINEER's responsibilities as to Change Orders are set forth in Articles 10, 11, and 12.
- C. ENGINEER's responsibilities in respect of Applications for Payment are set forth in Article 14.

**9.08 Determinations for Unit Price Work**

- A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.06.

**9.09 Decisions on Disagreements, Claims**

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work performed thereunder. Claims, disputes and other matters relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work, shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph 9.09.
- B. ENGINEER will, with reasonable promptness, render a written decision on the issue referred. If OWNER or CONTRACTOR believe that any such decision entitles them to an adjustment in the Contract Price, or Contract Times, or both, a Claim may be made under paragraph 11.01.
- C. ENGINEER's written decision on the issue referred will be final and binding on OWNER and CONTRACTOR, subject to the provisions of paragraph 11.01.
- D. In this capacity ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

**9.10 Limitations on Engineer's Responsibilities**

- A. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of ENGINEER to OWNER or CONTRACTOR, any Subcontractor, any manufacturer, fabricator, Supplier, distributor, surety, or any other person, employee, or agent of any of them.

- B. ENGINEER will not supervise, direct, control or have authority over, or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents. These limitations on authority and responsibility shall also apply to ENGINEER's Consultant's, Resident Project Representative and assistants.
- C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, Supplier, or of any other individual or entity performing any of the Work.
- D. ENGINEER will not be responsible to CONTRACTOR or any Subcontractor, or Supplier, or to their agents or employees for injuries, damages, claims, losses, or expenses (including attorney's fees) of whatsoever kind resulting from or caused by any act or omission of ENGINEER in preparation for, arising from, relating to, or concerning the Project. Such acts or omissions include, but are not limited to, ENGINEER's negligence, tortuous conduct, errors, omissions, strict liability, breach of contract, or breach of warranty. ENGINEER makes no representations to CONTRACTOR, Subcontractors, Suppliers or their agents or employees regarding or respecting any work performed by ENGINEER in preparation for, arising from, relating to, or concerning the Project.
- E. Neither CONTRACTOR, its agents or employees, nor any Subcontractors or Suppliers or their agents or employees, are intended beneficiaries of ENGINEER's agreement with OWNER, nor are such parties intended beneficiaries of ENGINEER's duties or responsibilities arising therefrom. ENGINEER disclaims all duties to CONTRACTOR, Subcontractors, Suppliers or their agents or employees arising from, relating to, or concerning ENGINEER's involvement in the Project. OWNER and CONTRACTOR further agree to notify all CONTRACTOR's, Subcontractors or Suppliers of this disclaimer of ENGINEER's liability and require them to abide by this disclaimer.

**Article 10 Amending the Contract Documents; Changes in the Work**

**10.01 Amending and Supplementing Contract Documents**

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. Change Orders:
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. OWNER and CONTRACTOR may amend those terms and conditions of the Contract Documents that do not involve;
      - (1) the performance or acceptability of the Work,
      - (2) the design (as set forth in the Drawings, Specifications, or otherwise), or

- (3) other engineering or technical matters, without the recommendation of ENGINEER. Such an amendment shall be set forth in a Change Order.
2. Work Change Directives.
  - a. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including paragraph 10.04 regarding change of Contract Price.
  - b. CONTRACTOR must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the issuance of the Work Change Directive.
  - c. OWNER must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. Field Orders.
  - a. ENGINEER may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on OWNER and CONTRACTOR, which shall perform the Work involved promptly.
  - b. If CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, CONTRACTOR shall submit a Change Proposal as provided herein.

#### **10.02 Owner-Authorized Changes in the Work**

- A. Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by ENGINEER's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if OWNER and CONTRACTOR have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive.
- B. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph 10.02 shall obligate CONTRACTOR to undertake work that CONTRACTOR reasonably concludes cannot be performed in a manner consistent with CONTRACTOR's safety obligations under the Contract Documents or Laws and Regulations.

### **10.03 Unauthorized Changes in the Work**

- A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in paragraph 6.18 or in the case of uncovering Work as provided in paragraph 13.03.

### **10.04 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of paragraph 10.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of paragraph 11.01.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by Unit Prices contained in the Contract Documents, then by application of such Unit Prices to the quantities of the items involved (subject to the provisions of paragraph 12.03); or
  - 2. where the Work involved is not covered by Unit Prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.04.C.2); or
  - 3. where the Work involved is not covered by Unit Prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in paragraph 12.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.04.C).
- C. CONTRACTOR's Fee: When applicable, the CONTRACTOR's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under paragraph 12.01.B.1 and 12.01.B.2, the CONTRACTOR's fee shall be 15 percent;
    - b. for costs incurred under paragraph 12.01.B.3, the CONTRACTOR's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 10.04.C.2.a and 10.04.C.2.b is that the CONTRACTOR's fee shall be based on:
      - (1) a fee of 15 percent of the costs incurred under paragraphs 12.01.B.1 and 12.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and

- (2) with respect to CONTRACTOR itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor;

provided, however, that for any such subcontracted work the maximum total fee to be paid by OWNER shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. no fee shall be payable on the basis of costs itemized under paragraphs 12.01.B.4, 12.01.B.5, and 12.01.C;
- e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to 5 percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.04.C.2.a through 10.04.C.2.e, inclusive.

#### **10.05 Change of Contract Times**

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of paragraph 10.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of paragraph 11.01.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in paragraph 12.04, concerning delays in CONTRACTOR's progress.

#### **10.06 Change Proposals**

- A. CONTRACTOR shall submit a Change Proposal to ENGINEER to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by ENGINEER concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seeking other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only 1 issue, or a set of closely related issues.
  - 1. Procedures. CONTRACTOR shall submit each Change Proposal to ENGINEER promptly (but in no event later than 5 days) after the start of the event giving rise thereto, or after such initial decision. CONTRACTOR shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any) to ENGINEER and OWNER within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CONTRACTOR believes it is entitled as a result of said event. ENGINEER will advise OWNER regarding the

Change Proposal and consider any comments or response from OWNER regarding the Change Proposal.

2. ENGINEER's Action. ENGINEER will review each Change Proposal and, within 30 days after receipt of the CONTRACTOR's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to OWNER and CONTRACTOR. If ENGINEER does not take action on the Change Proposal within 30 days, then either OWNER or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the ENGINEER's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under paragraph 11.01.
  3. Binding Decision. ENGINEER's decision will be final and binding upon OWNER and CONTRACTOR, unless OWNER or CONTRACTOR appeals the decision by filing a Claim under paragraph 11.01.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then ENGINEER will notify the parties that the ENGINEER is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and CONTRACTOR may choose to seek resolution under the terms of paragraph 11.01.

#### **10.07 Execution of Change Orders**

- A. OWNER and CONTRACTOR shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the Parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an OWNER set-off, unless CONTRACTOR has duly contested such set-off;
  3. changes in the Work which are:
    - a. ordered by OWNER pursuant to paragraph 10.02,
    - b. required because of OWNER's acceptance of defective Work under paragraph 13.08 or OWNER's correction of defective Work under paragraph 13.09, or
    - c. agreed to by the parties, subject to the need for ENGINEER's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under paragraph 10.06, or Article 16.
- B. If OWNER or CONTRACTOR refuses to execute a Change Order that is required to be executed under the terms of this paragraph 10.07, it shall be deemed to be of full force and effect, as if fully executed.

## **10.08 Notification to Surety**

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

## **Article 11 Claims**

### **11.01 Claims**

- A. Claims Process: The following disputes between OWNER and CONTRACTOR shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by OWNER or CONTRACTOR of ENGINEER's decisions regarding Change Proposals;
  - 2. OWNER demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that ENGINEER has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the ENGINEER, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, or both, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to ENGINEER.
- D. Mediation:
  - 1. At any time after initiation of a Claim, OWNER and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If OWNER and CONTRACTOR agree to mediation, then after 60 days from such agreement, either OWNER or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. OWNER and CONTRACTOR shall each pay one-half of the mediator's fees and costs.

- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either OWNER or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **Article 12 Cost of the Work; Allowances; Unit Price Work**

### **12.01 Cost of Work**

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this paragraph 12.01 are used to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, CONTRACTOR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by OWNER, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in paragraph 12.01.C, and shall include only the following items:
  - 1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 12.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.
  - b. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - (1) The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to the equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment, Volume 1, 2 or 3, as applicable; the edition which is current at the time the Work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour."

- (2) For equipment not listed in the Rental Rate Blue Book, Volume 1, 2 or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.
  - (3) For equipment for which there are no comparables in the Rental Rate Blue Book, Volume 1, 2 or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which 20 percent will be added to the sum which will account for adjustments and operating costs.
- c. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, as imposed by laws and regulations.
  - d. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.03), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining
  - f. The cost of utilities, fuel, and sanitary facilities at the Site.
  - g. The costs of premiums for all bonds and insurance that CONTRACTOR is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 12.01.B.1 or specifically covered by paragraph 12.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
  3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
  4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.01.B.
- D. CONTRACTOR's Fee: When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 10.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER on a daily basis, an itemized cost breakdown together with supporting data.

#### **12.02 Allowances**

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to OWNER and ENGINEER.
- B. Cash Allowances: CONTRACTOR agrees that:
1. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. CONTRACTOR's costs for unloading and handling of the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance: CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of OWNER to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **12.03 Unit Price Work**

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

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to CONTRACTOR for Unit Price Work will be based on actual quantities.
- C. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- D. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of the following paragraph 12.03.E.
- E. Within 30 days of ENGINEER's written decision under the preceding paragraph 12.03.D, CONTRACTOR may submit a Change Proposal, or OWNER may file a Claim, seeking and adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimate quantity of such item indicated in the Proposal (in no event will any change in quantities of less than 25% be considered a material or significant change from the estimated quantities); and
  - 2. there is no corresponding adjustment with respect to any other item of Work.

#### **12.04 Delays in Contractor's Progress**

- A. If OWNER, ENGINEER, or anyone for whom OWNER is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CONTRACTOR shall be entitled to request an equitable adjustment in the Contract Times and Contract Price. However, CONTRACTOR's entitlement to an adjustment of the Contract Times or Contract Price is expressly conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times.
- B. CONTRACTOR shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of CONTRACTOR. Delay, disruption, and interference attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be within the control of CONTRACTOR.
- C. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault and beyond the control of OWNER, CONTRACTOR, and those for which they are responsible, then CONTRACTOR shall be entitled to an equitable adjustment in Contract Times. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include only the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. acts or failures to act of utility owners (other than those performing other works at or adjacent to the Site by arrangement with the OWNER, as specified in paragraph 7.01); and
  3. acts of war or terrorism.
- D. CONTRACTOR's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. CONTRACTOR shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CONTRACTOR. Such a concurrent delay by CONTRACTOR shall not preclude an adjustment of Contract Times to which CONTRACTOR is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 10.
- E. Each CONTRACTOR request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 10.04.
- CONTRACTOR shall also furnish such additional supporting documentation as OWNER or ENGINEER may require including, where appropriate, a revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by paragraphs 4.03 and 4.06.
- G. Paragraph 7.01 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

- H. CONTRACTOR shall not be entitled to any adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CONTRACTOR.
- I. CONTRACTOR must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 5 days of the commencement of the delaying, disrupting, or interfering event.
- J. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of ENGINEERS, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:
  - 1. delays caused by or within the control of CONTRACTOR (or Subcontractor or Supplier);
  - 2. delays beyond the control of both OWNER and CONTRACTOR, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts of neglect by utility owners or other contractors performing other work;
- K. Nor shall OWNER or ENGINEER or each of them be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.
- L. Nothing in this paragraph 12.04 bars a change in Contract Price to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible. Except for an adjustment to the Contract Times and Contract Price, the CONTRACTOR shall not be entitled to and hereby waives any and all damages that it may suffer by reason of such delay or for any Act of God, including but not limited lost profits, overhead, and other consequential damages.

## **Article 13 Tests and Inspection; Correction, Removal or Acceptance of Defective Work**

### **13.01 Access to Work**

- A. OWNER, ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access and advise OWNER and ENGINEER of CONTRACTOR's Site safety procedures and programs so that OWNER and ENGINEER may comply therewith as applicable.

### **13.02 Tests and Inspections**

- A. CONTRACTOR shall give ENGINEER and testing agency at least 24-hour notice, unless otherwise specified, of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. If any Law and Regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.
- C. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a manufacturer, fabricator, Supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.
- D. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER unless otherwise specified.
- E. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR or by ENGINEER if so specified.
- F. Cost of materials to be used in inspection and transportation costs shall be paid for by the CONTRACTOR.
- G. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

### **13.03 Uncovering Work**

- A. If any Work that is to be tested, inspected or approved is covered without written concurrence of ENGINEER, or contrary to the written request of ENGINEER, it shall, if requested by ENGINEER, be uncovered by CONTRACTOR for ENGINEER's observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely written notice of his intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. Except as otherwise specified in paragraph 13.04, the cost of Work shall be paid for as follows:
  - 1. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) and an appropriate deductive Change Order shall be issued. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, OWNER may make a Claim as provided in paragraph 11.01.

2. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction. If the parties are unable to agree as to the amount or extent of any change in Contract Price or Contract Time, CONTRACTOR may make a Claim as provided in paragraph 11.01.

#### **13.04 Defective Work**

- A. CONTRACTOR's Obligation: It is CONTRACTOR's obligation to assure that the Work is not defective.
- B. ENGINEER's Authority: ENGINEER has the authority to determine whether Work is defective, and to reject defective Work.

#### **13.05 Owner May Stop the Work**

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### **13.06 Correction or Removal of Defective Work**

- A. If required by ENGINEER or OWNER, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by ENGINEER, remove it from the Site and replace it with non-defective Work. CONTRACTOR shall pay all claims, costs, losses, damages and expenses caused by or resulting from such correction or removal (including, but not limited to all costs of repair or replacement of work of others) and shall take no action that would void or otherwise impair OWNER's special warranty or guarantee, if any, on such Work.

#### **13.07 Guarantee Period**

- A. If within 1 year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:
  1. repair defective land or areas;
  2. correct such defective Work;
  3. if the defective Work has been rejected by OWNER, remove it from the Site and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work or the work of others or other land or areas resulting therefrom.

- B. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, damages and expenses caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement or work of others) shall be paid by CONTRACTOR.
- C. Repair or replacements made under the guarantee shall bear an additional 1 year guarantee dated from the acceptance of repair or replacement.

**13.08 Acceptance of Defective Work**

- A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses, damages and expenses attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness). In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate reduction in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

**13.09 Owner May Correct Defective Work**

- A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work, or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), OWNER may, after 48 hours' written notice to CONTRACTOR and his Surety without prejudice to any other remedy he may have, correct and remedy any such deficiency.
- B. In exercising his rights and remedies under this paragraph 13.09, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER's consultants such access to the Site as may be necessary to enable OWNER to exercise his rights and remedies under this paragraph 13.09.
- C. All claims, costs, losses, damages and expenses incurred or sustained by OWNER in exercising such rights and remedies shall be charged against CONTRACTOR and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. OWNER shall be entitled to an appropriate reduction in the Contract Price equivalent to such claims, costs, losses, damages and expenses including but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work.
- D. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights under this Article 13.

## **Article 14 Payments to Contractor and Completion**

### **14.01 Schedules**

- A. At least 10 days prior to submitting the first Application for Payment, CONTRACTOR shall submit to ENGINEER a final Schedule of Submittals, and, where applicable, a Schedule of Values for the Work. These schedules shall be satisfactory in form and substance to ENGINEER as provided in Article 2.
- B. The Schedule of Values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts. Each unit cost so established shall include its proportionate share of CONTRACTOR's general operating charges such as profit, overhead, supervision, insurance, bond premiums, interest, equipment cost, depreciation and rental, contingencies, expendable tools, equipment and supplies. The total cost of the items and quantities CONTRACTOR lists in the Schedule of Values shall equal the total Contract Price established in the Proposal.
- C. The Schedule of Values shall include a complete set of detailed work sheets on bid take off and bid summary covering estimated general conditions expense (field overhead), general overhead, profit mark ups and revisions leading to the final bid amount.
- D. When the Schedule of Values is approved by the ENGINEER, it shall become part of the Agreement and shall be used as the basis for CONTRACTOR progress payments.
- E. Progress payments based upon Unit Price Work will be based upon the number of units completed.

### **14.02 Application for Progress Payment**

- A. At least 20 days before each Application for Payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment, Contractor's Declaration, Payment Schedule, and updated Progress Schedules indicating the anticipated completion dates of the various stages of the Work and estimated payments during the next 3 months. Contractor's Application for Payment shall be filled out on the form provided in the Contract Documents and signed by CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents and as ENGINEER or OWNER may reasonably require. The Payment Schedule shall be on the form provided in the Contract Documents or in a format acceptable to the ENGINEER or OWNER. On the second and all subsequent payments, partial Waivers of Lien and Sworn Statement shall be required for all Work completed and paid for on previous certificates.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. A receipted vendor's invoice showing the quantities of materials and the amounts paid will be required and shall accompany the Application for Payment.

- C. Retainage with respect to progress payments will be in accordance with paragraph 14.03, and it will be retained until after completion of the entire Work and its final acceptance. When the amount to be retained is reduced to less than 10 percent, CONTRACTOR shall file with OWNER the written consent of the Surety to such reduction and shall furnish an affidavit that all CONTRACTOR's indebtedness by reason of the Contract has been paid.

**14.03 Retainage**

- A. On Contracts with a dollar value of \$30,000 and greater or on Contracts that provide for more than 3 progress payments, progress payments and retainage shall be governed by the provisions of any statutes, rules or regulations regarding retention and these are incorporated herein by reference and made a part of this Contract.
- B. If there are no statutes, rules, or regulations applicable to retention, retainage shall be 10%, or such an amount as OWNER deems necessary.

**14.04 Review of Applications for Progress Payment**

- A. ENGINEER will, within 10 days after receipt of each Contractor's Application for Payment and Payment Schedule, including each resubmittal, either indicate in writing a recommendation of payment and present an Engineer's Certificate for Payment to OWNER, or may return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
- B. ENGINEER's recommendation of any payment requested in CONTRACTOR's Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's review of the Contractor's Application for Payment and Certificate for Payment and the accompanying data and schedules, as an experienced and qualified design professional that to the best of ENGINEER's knowledge, information and belief;
  - 1. the Work has progressed to the point indicated;
  - 2. the quality of the Work is in accordance with the technical aspects of the Contract Documents subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for any Unit Price Work under paragraph 12.03, and any qualifications stated in the recommendation; and
  - 3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.
- C. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that:
  - 1. exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work; or
  - 2. involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract; or
  - 3. there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

- D. Neither ENGINEER's review of CONTRACTOR's Work for the purpose of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER:
1. to supervise, direct or control the Work;
  2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  3. for the failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work;
  4. for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents;
  5. to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price;
  6. to determine that title to any Work, materials, or equipment has passed to OWNER free and clear of Liens.
- E. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations as stated above to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
1. the Work is defective, or completed Work has been damaged requiring correction or replacement;
  2. the Contract Price has been reduced because of Change Orders;
  3. OWNER has been required to correct defective Work in accordance with paragraph 13.09, or has accepted defective Work in accordance with paragraph 13.08;
  4. OWNER has been required to remove or remediate a Hazardous Environmental Condition for which CONTRACTOR is responsible;
  5. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.

#### **14.05 Payment Becomes Due**

- A. Thirty (30) days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.05.B) become due, (or only if OWNER is a public agency, within 15 days after OWNER receives the funds which are to be provided by a department or agency of the federal or state government, whichever is later, or in accordance with any time periods required by any applicable statute, rule or regulation) and when due will be paid by OWNER to CONTRACTOR.
- B. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
1. Claims have been made against OWNER based on CONTRACTOR's conduct in the performance or furnishing of the Work, or OWNER has incurred costs, losses, or damages resulting from CONTRACTOR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries,

- adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
2. CONTRACTOR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  3. CONTRACTOR has failed to provide and maintain required bonds or insurance;
  4. OWNER has been required to remove or remediate a Hazardous Environmental Condition for which CONTRACTOR is responsible;
  5. OWNER has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  6. The Work is defective, requiring correction or replacement;
  7. OWNER has been required to correct defective Work in accordance with paragraph 13.09, or has accepted defective Work pursuant to paragraph 13.08;
  8. The Contract Price has been reduced by Change Orders;
  9. An event has occurred that would constitute a default by CONTRACTOR and therefore justify a termination for cause;
  10. Liquidated or other damages have accrued as a result of CONTRACTOR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  11. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
  12. there are other items as set forth in the Contract Documents entitling OWNER to a set off against the amount recommended; or
  13. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.04.E.1 through 14.04.E.5.
- C. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER will give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects, to OWNER's satisfaction, the reasons for such action. The reduction imposed shall be binding on CONTRACTOR unless CONTRACTOR duly submits a Change Proposal contesting the reduction.
- D. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.05.

#### **14.06 Contractor's Warranty of Title**

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

#### **14.07 Substantial Completion**

- A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. CONTRACTOR shall at the same time submit to OWNER and ENGINEER an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after CONTRACTOR's notification, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor.
- C. Once ENGINEER considers the Work substantially complete, ENGINEER will deliver to OWNER a preliminary Certificate of Substantial Completion which shall fix the date of Substantial Completion. ENGINEER shall attach to the certificate a punch list of items to be completed or corrected before final payment. OWNER shall have 7 days after receipt of the preliminary certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, ENGINEER concludes that the Work is not substantially complete, ENGINEER will, within 14 days after submission of the preliminary certificate to OWNER, notify CONTRACTOR in writing that the Work is not substantially complete, stating the reasons therefore. If OWNER does not object to the provisions of the certificate, or if despite consideration of OWNER's objections ENGINEER concludes that the Work is substantially complete, then ENGINEER will, within said 14 days, execute and deliver to OWNER and CONTRACTOR a final Certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as ENGINEER believes justified after consideration of any objections from OWNER.
- D. At the time of receipt of the preliminary Certificate of Substantial Completion, OWNER and CONTRACTOR will confer regarding OWNER's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by OWNER. Unless OWNER and CONTRACTOR agree otherwise in writing, OWNER shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon OWNER's use or occupancy of the Work.
- E. After Substantial Completion the CONTRACTOR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CONTRACTOR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion subject to allowing CONTRACTOR reasonable access to remove its property and complete or correct items on the punch list.

#### **14.08 Partial Utilization**

- A. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion.
  - a. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving his reasons therefor.
  - b. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion for that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment.
2. Prior to issuing a certificate of Substantial Completion for that part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion for that part of the Work unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER.
3. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.
4. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is Substantially Complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

#### **14.09 Final Inspection**

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

#### **14.10 Final Application for Payment**

- A. After CONTRACTOR has completed all corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents and other documents (all as required by the Contract Documents), and after ENGINEER has indicated that the Work is acceptable, subject to the provisions of paragraph 14.13, CONTRACTOR may make application for final payment following the procedure for progress payments.
- B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, consent of Surety, if any, to final payment, together with complete and legally effective releases or waivers, satisfactory to OWNER, of all Liens arising out of or filed in connection with the Work.
- C. In lieu of the releases or waivers of Lien, if approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied.
- D. If any Subcontractor, manufacturer, fabricator, Supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Claim or Lien.

#### **14.11 Final Payment and Acceptance**

- A. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation (all as required by the Contract Documents), ENGINEER is satisfied that to the best of ENGINEER's knowledge, information and belief as a design professional that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within 10 days after receipt of the final Application for Payment, indicate in writing ENGINEER's Certificate for Payment and present the application to OWNER for payment. At that time ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13.
- B. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.
- C. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within 45 days (or within the time period required by any applicable statute, rule or regulation) after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER less any amounts of OWNER claimed set-offs allowed under the Contract Documents, including but not limited to any applicable liquidated damages as determined by OWNER. If OWNER rejects the Application, OWNER shall do so in writing stating the appropriate sections of the Contract Documents upon which the rejection is based. CONTRACTOR may take the necessary remedial actions and resubmit the Application.

#### **14.12 Final Completion Delayed**

- A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for 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.

#### **14.13 Waiver of Claims**

- A. The making and acceptance of final payment shall constitute:
1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.09, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's existing or continuing obligations under the Contract Documents; and,
  2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing and still pending in accordance with Article 16.

#### **14.14 Late Payments**

- A. All monies not paid when due hereunder, except monies involving Federal and/or State Loans, Grants, or other sources which are delinquent because of no fault of the OWNER, shall bear interest at the maximum rate allowed by law at the time and place of the Project.

### **Article 15 Suspension of Work and Termination**

#### **15.01 Owner May Suspend Work**

- A. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period as OWNER may deem necessary by notice in writing to CONTRACTOR and ENGINEER. If it should become necessary to stop work for an indefinite period, CONTRACTOR shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and CONTRACTOR shall take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage by opening ditches and drains, and erect temporary structures where necessary. CONTRACTOR may request an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a Claim therefor as provided in paragraph 11.01.

#### **15.02 Owner May Terminate for Cause**

- A. The occurrence of any one or more of the following events will constitute a default by CONTRACTOR and justify termination for cause:

1. CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time;
  2. a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
  3. CONTRACTOR makes a general assignment for the benefit of creditors;
  4. a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
  5. CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
  6. CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under paragraph 2.05 as revised from time to time);
  7. CONTRACTOR disregards Laws and Regulations of any public body having jurisdiction;
  8. CONTRACTOR disregards the authority of ENGINEER or OWNER; or,
  9. CONTRACTOR otherwise violates any provisions of the Contract Documents.
- B. OWNER may, after giving CONTRACTOR (and the Surety, if there be one) 7 days' written notice, and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, finish the Work as OWNER may deem expedient, and/or enforce the rights available to OWNER under any applicable Performance Bond.
- C. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, damages and expenses sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, damages and expenses exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, damages and expenses incurred by OWNER will be reviewed as to reasonableness by ENGINEER and when so approved, incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.

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

**15.03 Termination for Convenience**

- A. Upon 7 days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
  - 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
  - 2. for actual expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work; and
  - 3. for reasonable expenses directly attributable to protecting work as a result of termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Upon such termination, CONTRACTOR shall:
  - 1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
  - 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  - 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to OWNER of all purchase orders and subcontracts to the extent they relate to the performance of Work terminated or assign to OWNER those orders and subcontracts and revoke agreements specified in such notice;
  - 4. Reasonably assist OWNER, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by OWNER under the Contract Documents, as may be necessary;
  - 5. Complete performance of any Work which is not terminated; and
  - 6. Deliver to OWNER an affidavit regarding the identity of potential unpaid Subcontractors or Suppliers and the amounts due to each.

**15.04 Contractor May Stop Work or Terminate**

- A. If OWNER has failed to pay CONTRACTOR any sum finally determined to be due in accordance with the time limits specified in paragraph 14.05, CONTRACTOR may upon 7 days' written notice to OWNER and ENGINEER, stop the Work until payment of all amounts then due.

- B. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by OWNER, or under an order of court or other public authority, then CONTRACTOR may, upon 7 days written notice to OWNER and ENGINEER and provided OWNER or ENGINEER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.03.
- C. The provisions of this paragraph 15.04 shall not relieve CONTRACTOR of his obligations under paragraph 6.22 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with OWNER.

## **Article 16 Final Resolution of Disputes**

### **16.01 Methods and Procedures**

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between OWNER and CONTRACTOR concerning the Work or obligations under the Contract Documents and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, OWNER or CONTRACTOR may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, the following dispute resolution process shall be followed:
    - a. The parties shall submit the dispute to mediation under the mediation procedures outlined in the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Rules.
    - b. If the dispute is not resolved by mediation, the parties shall proceed to resolve the dispute by arbitration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding and is enforceable in a court of competent jurisdiction.

## **Article 17 Miscellaneous**

### **17.01 Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of written notice to OWNER, ENGINEER, or CONTRACTOR, it shall be deemed to have been validly given only if delivered:
  - 1. in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;

2. by registered or certified mail postage prepaid to, the last business address known to the giver of the notice;
3. or delivered in person to such person by a commercial courier service or otherwise to the recipient's place of business; or
4. by secure file transfer with receipt documentation or other document control software.

#### **17.02 Computation of Time**

- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the Law of the applicable jurisdiction, such day shall be omitted from the computation.

#### **17.03 General**

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Law or Regulation, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- B. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

#### **17.04 Professional Fees and Court Costs Included**

- A. Whenever reference is made to "claims, costs, losses, damages and expenses," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

#### **17.05 Nondiscrimination of Employment**

- A. The CONTRACTOR shall covenant and agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religion, national origin or ancestry, height, weight, or marital status, or any other classification protected by law, and to require a similar covenant on the part of any Subcontractor employed in the performance of the Contract.

#### **17.06 Post Completion Date Engineering and Inspection Costs**

- A. All engineering and inspection costs incurred after the specified completion date shall be paid by CONTRACTOR to OWNER prior to final payment authorization. However, CONTRACTOR shall not be charged with any post completion date engineering and inspection costs when the delay in completion of the Work is due to the following and CONTRACTOR has promptly given written notice of such delay to OWNER or ENGINEER:
  1. to any preference, priority or allocation order duly issued by OWNER;

2. to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another contractor in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,
  3. to any delays of Subcontractors or Suppliers occasioned by any of the causes specified in this Article.
- B. Charges after the specified completion date shall be made at such times and in such amounts as ENGINEER shall invoice OWNER, provided, however said charges shall be in accordance with ENGINEER's current rate schedule at the time the costs are incurred. Engineering and inspection costs so incurred shall be deducted from CONTRACTOR's progress payments.

**17.07 Waiver of Consequential Damages**

- A. CONTRACTOR and OWNER waive Claims against each other for consequential damages arising out of or relating to this Contract or the Work. This mutual waiver includes but is not limited to:
1. damages incurred by OWNER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  2. damages incurred by CONTRACTOR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit in connection with any other project or anticipated project.
- B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or default. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. CONTRACTOR also waives any Claim for consequential damages against ENGINEER where such Claims arise out of or relate in any way to the Project or the Contract Documents.

**17.08 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

**17.09 Controlling Law**

- A. This Contract is to be governed by the Law of the state in which the Project is located.

**17.10 Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

End of Section

## **Section 00 7300 Supplementary Conditions**

These Supplementary Conditions amend or supplement Section 00 7200, General Conditions, as indicated below. All provisions which are not amended or supplemented by this section remain in full force and effect. The terms used in these Supplementary Conditions have the meanings assigned to them in the General Conditions.

### **SGC-1.01      Defined Terms**

The definition for "Substantial Completion" in Article 1.01 of the General Conditions shall be revised as follows:

Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

### **SGC-4.02      Subsurface and Physical Conditions; Investigations and Reports**

Add a new paragraph immediately after the first paragraph of paragraphs 4.02 of the General Conditions, which is to read as follows:

In the preparation of Plans and Specifications, ENGINEER has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work:

Copies of the soil borings are on Sheet 3 of the plans.

### **SGC-5.03.D    Additional Insured**

Add the following language at the end of Article 5.03.A.4 of the General Conditions:

A.      OWNER's Name: Charlevoix County Road Commission

Additional named insured on OWNER's and CONTRACTOR's Protective Policy shall include:

1.      Wade Trim, Inc.
2.      Conservation Resource Alliance

### **SGC-5.04      Limits of Liability**

The required limits of liability for insurance coverages requested in Article 5.03 of the General Conditions shall be not less than the following:

<b>SGC-5.04.A</b>	<b>Worker's Compensation</b>	
	Coverage A – Compensation	Statutory
	Coverage B – Employer's Liability	
	Each Accident	\$ 100,000
	Disease – Policy Limit	\$ 100,000
	Disease – Each Employee	\$ 100,000
<b>SGC-5.04.B</b>	<b>Comprehensive General Liability</b>	
	General Aggregate	\$2,000,000
	Products – Com/Ops Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (any one fire)	\$ 500,000
	Medical Expense (any one person)	\$ 5,000
<b>SGC-5.04.C</b>	<b>Comprehensive Automobile Liability</b>	
	Bodily Injury	\$ 500,000
	Property Damage	\$ 200,000
	or combined single limit	\$1,000,000
<b>SGC-5.04.D</b>	<b>OWNER's Protective – Coverage shall be Occurrence Form</b>	
	General Aggregate	\$1,000,000
	Each Occurrence	\$1,000,000
<b>SGC-5.04.F.</b>	<b>Umbrella or Excess Liability</b>	\$2,000,000

**SGC- 12.04 Lump Sum Work**

Add the following new paragraph after Article 12.03 of the General Conditions, which is to read as follows:

**12.04 Lump Sum Work**

- A. When additional work or deletion of work, which is covered by a lump sum item, is required due to a modification, not a normal overrun or underrun in estimated quantities, payment or credit for the work will be based upon apparent unit prices which will be derived by dividing the lump sum price by the estimated plan quantities.

Renumber subsequent paragraphs accordingly.

**SGC-18 Liquidated Damages**

Liquidated damages, if applicable, are referenced in the Proposal and Agreement. The requirements for liquidated damages should be included herein.

**Article 18 – Liquidated Damages**

- A. If CONTRACTOR shall fail to Substantially Complete the Work within the Contract Time, or extension of time granted by OWNER, then CONTRACTOR will pay to OWNER the amount for liquidated damages as specified in the Agreement for each calendar day that CONTRACTOR shall be in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from CONTRACTOR's progress payments.

- B. CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in Substantial Completion of the Work is due to the following and CONTRACTOR has given written notice of such delay within seven (7) calendar days to OWNER or ENGINEER.
1. To any preference, priority or allocation order duly issued by the OWNER.
  2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
  3. To any delays of subcontractors occasioned by any of the causes specified in Items A and B of this article.

End of Section



**Division 01**  
**General Requirements**



## **Section 01 1100 Summary of Work**

### **Part 1 General**

#### **1.01 Work Covered By Contract Documents**

**This Project includes:**

Part A: Marvon Road (WI-37) over Marvon Creek; Removal of an existing 36" dia. CMP culvert and construction a 7-ft x 3-ft concrete box culvert with end sections, including tree removal, stream bank riprap, embankment, aggregate surface and restoration.

Part B: Pesek Road (JO-33) over Marvon Creek: Removal of (1)-12" dia. CMP and (2)- 18" dia. CMP culverts and construction of an 8-ft x 3-ft concrete box culvert, including tree removal, stream bank rip rap, embankment, aggregate surface and restoration.

#### **1.02 Work by Others**

- A. There is no other work in the Project area, known to OWNER, which would affect this Contract.

#### **1.03 Right-of-Way Jurisdiction/Permits**

- A. Marvon and Pesek Roads are under the jurisdiction of the Charlevoix County Road Commission.
- B. Marvon Creek is under the jurisdiction of EGLE.
- C. Soil erosion and sedimentation control is under the jurisdiction of the Charlevoix County Road Commission.
- D. CONTRACTOR shall secure any permits required by the agency having jurisdiction, shall abide by all rules and regulations of each, and shall pay all costs in connection with the permits. CONTRACTOR shall pay for all permit and inspection fees as the agencies may charge to ensure compliance with their requirements.

#### **1.04 Coordination**

- A. It shall be the responsibility of CONTRACTOR to coordinate his operations and those of his subcontractors in such a manner so as to avoid interference and delays in the areas of common construction activities.

#### **1.05 CONTRACTOR's Use of Premises**

- A. CONTRACTOR shall maintain his construction operations within the presently existing road rights-of-way and easements throughout the Project area. In the event that CONTRACTOR deems it necessary or advisable to operate beyond the limits of the existing rights-of-way or easements, he shall be responsible for making special written agreements with the property owners and shall furnish such copies of agreement to OWNER.

### **Part 2 Products (Not Used)**

### **Part 3 Execution (Not Used)**

End of Section



## **Section 01 2513 Substitution Procedures**

### **Part 1 General**

#### **1.01 Section Includes**

- A. Options for making product or process selections.
- B. Procedures for proposing equivalent construction products or processes, including preapproved, prequalified, and approved products or processes.

#### **1.02 Definitions**

- A. **Product:** Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for reuse.
- B. **Process:** Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

#### **1.03 Selection Options**

- A. **Preapproved Products:** Construction products of certain manufacturers or suppliers designated in the Specifications as "preapproved." A list of preapproved products is maintained by OWNER. Preapproved products for this Project are designated as preapproved in the Specifications. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. **Prequalified Products:** Construction products of certain manufacturers or suppliers designated in the Specifications as "prequalified." Prequalified products for this Project are designated as prequalified in the Specifications. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- C. **Approved Products:** Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained through provisions for product options and substitutions in Section 00 7200, General Conditions, and by following the submittal procedures specified in Section 01 3300, Submittal Procedures. The procedure for approval of alternate products is not applicable to preapproved or prequalified products.
- D. **Product Compatibility:** To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a CONTRACTOR's option, select a product which is compatible with other products already selected, specified, or in use by OWNER.

#### **1.04 CONTRACTOR's Responsibility**

- A. CONTRACTOR's responsibility related to product options and substitutions is defined in Section 00 7200, General Conditions.

- B. Complete the Substitution Request Form provided in Section 00 6325 and furnish information ENGINEER deems necessary to judge equivalency of the alternate product.
- C. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which ENGINEER can base a decision.
- D. If ENGINEER determines that an alternate product is not equal to that named in the Specifications, CONTRACTOR shall furnish one of the specified products.

#### **1.05 ENGINEER's Review**

- A. Alternate products or processes may be used only if approved in writing by ENGINEER. ENGINEER's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by ENGINEER to be equivalent to the specified product or to offer substantial benefit to OWNER.
- C. OWNER retains the right to accept any product or process deemed advantageous to OWNER, and similarly, to reject any product or process deemed not beneficial to OWNER.

#### **1.06 Substitution Procedure**

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in Section 00 7200, General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond CONTRACTOR's control.
- D. Submit six (6) copies of each request for alternate product approval. Include the following information:
  - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  - 2. For products:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature with product description, performance and test data, and reference standards.
    - c. Samples, as applicable.
    - d. Name and address of similar projects on which product was used and date of installation. Include the name of OWNER, ENGINEER, and CONTRACTOR.

3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. Itemized comparison of proposed substitution with product or method specified.
  5. Data relating to changes in construction schedule.
  6. Relation to separate contracts, if any.
  7. Accurate cost data on proposed substitution in comparison with product or method specified.
  8. Other information requested by ENGINEER.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section



## **Section 01 4219 Reference Standards**

### **Part 1 General**

#### **1.01 Work Covered by Contract Documents**

- A. The Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction are hereby incorporated into this Contract by reference and apply to the Work specified herein.
  - 1. Sections of the MDOT 2020 Standard Specifications for Construction are applicable, unless noted otherwise in this proposal or special provision.
  - 2. Pay items are MDOT pay items covered by the MDOT 2020 Standard Specifications for Construction or special provision.

### **Part 2 Products (Not Used)**

### **Part 3 Execution (Not Used)**

End of Section



# **Section 01 4500 Quality Control**

## **Part 1 General**

### **1.01 General Requirements**

- A. Sampling of materials will be made by ENGINEER in accordance with the methods designated by the Specifications. CONTRACTOR shall furnish such facilities as ENGINEER may require for collecting, storing, and forwarding samples to the Laboratory. CONTRACTOR in all cases shall furnish the required samples to OWNER without charge.

### **1.02 Tests of Materials**

- A. Materials in the Work shall meet the requirements of the Contract Documents.
- B. Tests of materials will be made as specified herein. ENGINEER shall have access to materials intended for use in the Work as well as to the plants where such materials are produced. Plant inspection may be made if the quantities are sufficient to warrant such inspection and if it is to the best interest of OWNER. In any case materials may be either inspected or tested when received on the Project.
- C. Materials shall not be used until approval has been received from ENGINEER. Approval of materials at the producing plant does not constitute a waiver of ENGINEER's right for re-examination at the Project site.
- D. Standards for testing materials, unless otherwise specified, shall be as established by the American Society for Testing and Materials (ASTM). Tests of materials will be made in accordance with the methods described or designated in the Specifications.
- E. Sampling and testing of materials not specifically mentioned shall be done by generally accepted methods, unless otherwise specified by ENGINEER.

### **1.03 Certification of Materials**

- A. At the request of ENGINEER, CONTRACTOR shall provide ENGINEER with certification that the various materials to be used conform to the standards referred to in the Contract Documents.

### **1.04 Source Quality Control**

- A. Testing identified in the Specifications as Source Quality Control, which is required to establish quality of materials, equipment or fabricated items, shall be paid for by CONTRACTOR.

### **1.05 Inspector Days**

- A. Resident Project Representative(s) will be assigned to the Project by ENGINEER, as necessary (in the opinion of ENGINEER) to adequately monitor CONTRACTOR's work.
  - 1. When multiple CONTRACTOR crews are working on the Project, multiple Resident Project Representatives may be assigned to the Project.

- B. If the quantity of Work under the Contract is changed, the number of "Inspector Days" shall be increased or decreased as determined by Article 10 or 11 of the General Conditions. This revision in the number of Inspector Days shall be agreed upon at the time the Contract quantities are revised.
- C. CONTRACTOR shall give ENGINEER at least 48 hours notice, exclusive of Saturdays, Sundays or holidays, when the Project requires an increase or decrease in the number of Resident Project Representatives.
  - 1. Failure to observe this requirement will either necessitate the charging of 4 hours show-up time if the Resident Project Representative appears on the Project, or the halting of all additional operations until a Resident Project Representative is available.
- D. Unless the Resident Project Representative is notified in advance, Inspector days will be charged when a Resident Project Representative appears on a project and CONTRACTOR decides not to work.
- E. A separate Inspector Day or a partial Inspector Day shall be charged for each and every Resident Project Representative working on a project for monitoring purposes.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section

# **Section 01 5713**

## **Temporary Erosion and Sediment Control**

### **Part 1 General**

#### **1.01 Scope of Work**

- A. This Section includes furnishing, installing, maintaining, and removing at project completion, Soil Erosion and Sedimentation Control devices. Devices include silt fence, straw bales, turbidity barriers, temporary gravel construction entrance/exits, inlet filters, ditch sediment traps, etc.

#### **1.02 Related Work Specified Elsewhere**

- A. Section 01 8900: Site Construction Performance Requirements

#### **1.03 Reference Standards**

- A. ASTM - American Society for Testing and Materials

#### **1.04 Requirements of Regulatory Agencies**

- A. CONTRACTOR, at his expense, shall secure all permits, and post all bonds or deposits required to comply with the "Soil Erosion and Sedimentation Control," requirements, being Part 91 of PA 451 of 1994 as amended and the National Pollution Discharge Elimination System (NPDES) Rules for storm water discharges from construction activity.
- B. Comply with requirements of the agency having jurisdiction. OWNER may withhold payment to CONTRACTOR equivalent to any fines resulting from non-compliance with applicable regulations.

#### **1.05 Performance Requirements**

- A. Employ Best Management Practices as defined by standard EPA 832-R-92-005.
- B. Put preventative measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- C. Control increased storm water runoff due to disturbance of surface cover due to construction activities for this Project.
- D. Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this Project.
- E. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall event that might occur in 10 years.
- F. Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this Project. Prevent windblown soil from leaving the project site. Comply with fugitive dust ordinances of agencies

having jurisdiction. Prevent tracking or flowing of mud and sediment onto public or private roads, sidewalks or pavements outside of the site.

- G. Prevent sedimentation of waterways on or off the project site, including rivers, streams, lakes, ponds, open drainage ditches, storm sewers, and sanitary sewers. If sedimentation occurs, install or correct preventative measures immediately at no cost to OWNER. Comply with requirements of agencies having jurisdiction.
- H. Maintain temporary preventative measures until permanent measures have been established. Remove temporary measures when permanent measures have been established.
- I. If erosion or sedimentation occurs due to non-compliance with these requirements, remove deposited sediment or restore eroded areas at no cost to OWNER.

#### **1.06 Submittals**

- A. Submit schedule of Soil Erosion and Sedimentation Control activities to agency having jurisdiction. Include events (with days and/or dates of the various activities) for review and approval prior to obtaining a permit.
- B. CONTRACTOR must provide evidence of Storm Water Operator license.

### **Part 2 Products**

#### **2.01 Silt Fence**

- A. Polypropylene geotextile fabric, resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; meeting the following requirements:
  - 1. Average Opening Size: 30 U.S. Std. Sieve 600  $\mu\text{m}$ ), maximum; ASTM D4751.
  - 2. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum; ASTM D4491.
  - 3. Ultraviolet Resistance: Retaining at least 70% of tensile strength; ASTM D4355 after 500 hours exposure.
  - 4. Tensile Strength: 100 lb-f (445 N) minimum, in cross-machine direction; 124 lb-f (551 N) minimum in machine direction; ASTM D4632.
  - 5. Elongation: 15 to 30%; ASTM D4632.
  - 6. Tear Strength: 55 lb-f (244 N) minimum; ASTM D4533.
- B. Posts shall be 2 by 2-inch (50 mm x 50 mm) cross section hardwood stakes, minimum 3-foot (1.0 m) long.

#### **2.02 Dewatering Discharge Filter Bag**

- A. UV-stabilized, non-woven geotextile bag to filter sediment from water prior to discharging. Geotextile fabric shall meet the following minimum average roll requirements:
  - 1. Tensile Strength: 180 lb-f (200 N) minimum; ASTM D4632

2. Elongation: 50 percent minimum; ASTM D4632
3. CBR Puncture Strength: 300 lb-f minimum; ASTM D6241
4. Trapezoidal Tear: 70 lb-f (310 N) minimum; ASTM D4533
5. Flow Rate: 80 gal/min/sf. (54 l/s/m<sup>2</sup>) Minimum; ASTM D4491
6. Permittivity: 1.4 sec<sup>-1</sup> minimum; ASTM D4491
7. Apparent Opening Size: 80 U.S. Std. Sieve maximum; ASTM D4751
8. UV-Stability: 70% retained strength; ASTM D4355 after 500 hours.

### **2.03 Erosion Control Blankets**

- A. Machine produced blanket with a consistent thickness of evenly distributed straw or coconut fiber as specified. Unless otherwise specified on the Plans, the erosion control blanket shall have the following minimum properties:
  1. Double net 100% straw blanket.
  2. Top and bottom photodegradable polypropylene netting, 1.64 lbs./1,000 sft. (0.8 kg/ m<sup>2</sup>) approximate weight.
  3. 100% agricultural straw 0.5 lbs/sy (.27 kg/m<sup>2</sup>).
- B. Stitch spacing: 1.5 inches (40 mm) on centers. Pegs shall be 6-inch (150 mm) long, hardwood pegs.

### **2.04 Bonded Fiber Matrix**

- A. Bonded fiber matrix (BFM) shall consist of long strand, residual, softwood fibers joined together by a high-strength, nontoxic adhesive. BFM shall be 100% biodegradable, and be non-toxic to fish, wildlife, and humans. Upon drying the matrix shall form a high strength, porous and erosion resistant mat that shall not inhibit the germination and growth of plants. BFM shall retain its form despite re-wetting.
- B. Bonded fiber matrix shall consist of:
  1. Seed and Fertilizer per Section 32 9219, Seeding.
  2. Wood Fiber Mulch: Thermo-mechanically defibrated long, softwood fibers manufactured from select northern softwood wood chips.
  3. Polyacrylamide Binder: Site specific, fully biodegradable, polyacrylamides (PAM's) binders, with cross-linking long organic jute fibers
- C. Materials shall be mixed at the rate of 80 lbs/acre (90 kg/Ha) of PAM binder and 2500 lbs/acre (2800 kg/Ha) of wood fiber mulch.

## **Part 3 Execution**

### **3.01 Examination**

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to the greatest extent possible.

- B. Except in areas to be cleared, do not remove, cut, deface, injure or destroy trees or shrubs without ENGINEER's approval. Protect existing trees or shrubs that are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations, with suitable fences or other means as approved by ENGINEER.

### **3.02 Preparation**

- A. Review the drawings and Storm Water Pollution Prevention Plan (SWPPP).
- B. Revise SWPPP as necessary to address potential pollution from site identified after issuance of the SWPPP at no additional cost to Owner.
- C. Conduct storm water pre-construction meeting with Site Contractor, all ground-disturbing Subcontractors, site Engineer of record or someone from their office familiar with the site and SWPPP, and state or local agency personnel in accordance with requirements of the special conditions.
- D. Schedule work so that the soil surfaces are left exposed for the minimum amount of time. Place permanent soil and sedimentation control measures as soon as practical.

### **3.03 General**

- A. Do not discharge excavation ground water to the sanitary sewer, storm sewer, or to rivers, streams, etc. without authorization from the agency having jurisdiction. Construction site runoff will be prevented from entering any storm drain, river, stream, etc. directly by the use of silt fences or other suitable methods. CONTRACTOR shall provide erosion protection of surrounding soils.
- B. Sedimentation control devices shall be installed prior to CONTRACTOR beginning Work. Soil erosion and sedimentation control devices shall be maintained in an effective functioning condition at all times during the course of the Work.
- C. Immediately bring earthwork to final grade and protect sideslopes and backslopes from erosion. Plan and conduct earthwork to minimize duration of exposure of unprotected soils.

### **3.04 Installation - General**

- A. Install silt fences, ditch sediment traps, check dams, inlet filters, temporary gravel construction entrance/exits, turbidity barriers, erosion control blankets and other soil erosion control devices in accordance with the drawings and Storm Water Pollution Prevention Plan, or as may be dictated by site conditions in order to maintain the intent of the specifications and permits.
- B. Deficiencies or changes on the drawings or SWPP shall be corrected or implemented as site conditions change. Changes during construction shall be noted in the SWPP and posted on the drawings.
- C. OWNER has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct CONTRACTOR to provide immediate permanent or temporary pollution control measures.

- D. Remove temporary control devices after permanent measure are established. Remove and replace temporary control devices if they become ineffective at no additional cost to OWNER.
- E. CONTRACTOR shall incorporate permanent erosion control features, paving, permanent slope stabilization, and vegetation into project at earliest practical time to minimize need for temporary controls.
- F. CONTRACTOR shall permanently seed and mulch cut slopes as excavation proceeds to extent considered desirable and practical.

### **3.05 Dust Control**

- A. Keep dust down at all times, including during non-working periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming is not permitted.

### **3.06 Installation of Erosion Control Blankets**

- A. Erosion control blankets shall be pegged at the pattern and rate as recommended by the manufacturer, however, at a minimum, blankets shall be pegged at the rate of 1.75 pegs per square yard (2pegs/m<sup>2</sup>) of blanket, unless otherwise indicated on the plans.

### **3.07 Application of Bonded Fiber Matrix**

- A. The slope shall be prepared and graded prior to application of bonded fiber matrix (BFM). Mixture of wood fiber mulch and polyacrylamide binder shall be blended, with the appropriate amount of seed and fertilizer per Section 32 9219, Seeding, according to manufacturer's recommendations.
- B. BFM shall be hydraulically applied to the soil as a viscous mixture, crating a continuous, three-dimensional blanket that adheres to the soil surface. BFM shall be mixed and applied at the rate as specified in Article 2.06 unless otherwise indicated on the Plans.
- C. The resulting coverage must be at least 1/8 inch (3 mm) thick over the entire surface area. BFM shall be applied in two applications from alternate directions to eliminate shadowing and shall be applied when no rain is expected for 12 hours.

### **3.08 Dewatering Discharge**

- A. Should it be necessary for CONTRACTOR to do any dewatering during the course of construction, CONTRACTOR shall filter all discharge through a discharge filter bag or other sediment control device that will filter all discharge water.
- B. No dewatering discharge shall be allowed to flow unfiltered from the construction site.

### **3.09 Maintenance**

- A. Maintain temporary erosion and sedimentation control systems as dictated by site conditions, indicated in the construction documents, or as directed by governing authorities or OWNER to control sediment until final stabilization.

- B. CONTRACTOR shall respond to maintenance or additional work ordered by OWNER or governing authorities immediately, but in no case, within not more than 48 hours if required at no additional cost to OWNER.

### 3.10 Inspection

#### A. General:

1. CONTRACTOR is responsible to obtain and/or serve as the Certified Operator.
2. Weekly inspections are to be conducted by CONTRACTOR as a minimum, and after every rainfall event. A copy of the inspection report shall be submitted to the agency having jurisdiction, as well as OWNER and ENGINEER.
3. Inspections shall be performed by a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance.
4. Inspector must either be someone empowered to implement BMPs in order to increase effectiveness to an acceptable level or someone with the authority to cause such things to happen.
5. Inspector must be certified as a "Storm Water Professional" through the MDEQ storm water training program. Additionally, the inspector shall be properly authorized in accordance with the applicable General Permit to conduct the certified site storm water inspections.

#### B. Inspection Frequency Reduction:

1. Inspection frequency may be reduced under the following conditions:
  - a. No active onsite construction activities.
  - b. Temporary cover has been provided across the entire site and no BMPs remain. Situation: waiting for grass to grow, but grass is dormant.
  - c. Ground is frozen and/or snow covered.
2. Weekly Storm Water Meeting:
  - a. A weekly storm water meeting will be held by CONTRACTOR with those involved in ground-disturbing activities to review the requirements of the permits, the SWPPP, and address any problems that have arisen in implementing the SWPPP or maintaining the BMPs.
  - b. CONTRACTOR shall maintain a log of weekly meetings and document the issues addressed in the meetings on site.
3. Agency Storm Water Inspections:
  - a. A log of inspections by federal, state, or local storm water or other environmental agencies shall be kept in CONTRACTOR's SWPPP.

- b. The log form should include the date and time of visit and whether a report was issued or will be issued as a result of the inspection.
- c. Any reports issued will be sent to ENGINEER within 24 hours.

**3.11 Project Completion**

- A. Remove temporary soil erosion and sedimentation control devices as soon as permanent measures have been established.

End of Section



# **Section 01 7123 Construction Layout**

## **Part 1 General**

### **1.01 Responsibility for Staking**

- A. OWNER will set stakes and markers showing the locations on the surface of various parts of the Work as outlined herein. Additional stakes shall be provided at the expense of CONTRACTOR.
- B. CONTRACTOR shall furnish such labor and assistance as OWNER may require in setting the same.
- C. It shall be the responsibility of CONTRACTOR to transfer surface line and grade to the bottom of any tunnel or to the bottom of any other subsurface operations where ordinary surface line and grade is not feasible.
- D. CONTRACTOR shall utilize lasers, or surveying instruments run by qualified competent personnel to control the construction installation Work. If the method being used by CONTRACTOR fails to give proper alignment and grade control to the Work, OWNER shall be empowered to order the CONTRACTOR to use such other method(s) as will provide adequate control.
- E. ENGINEER may require CONTRACTOR, at CONTRACTOR's expense, to provide such masts, scaffolds, batter-boards, straightedges, templates, or other devices as may be necessary to facilitate laying out, observing and constructing the Work.

### **1.02 Staking Schedule**

- A. CONTRACTOR shall submit a completed staking schedule on the form provided by ENGINEER showing the order in which CONTRACTOR proposes to conduct the construction operation prior to the preconstruction meeting. The schedule shall be submitted to ENGINEER a minimum of three (3) working days prior to the start of construction.
- B. During construction CONTRACTOR shall to the extent possible, limit unnecessary staking requests and coordinate his construction schedule to provide for the efficient and effective use of the survey crew and eliminate excessive survey crew trips to the site.

### **1.03 Line and Grade**

- A. CONTRACTOR shall request, three (3) working days in advance, from ENGINEER additional line and grade stakes as CONTRACTOR may reasonably protect and preserve. Such request by CONTRACTOR shall be on a staking request form.

### **1.04 Relocation and Re-Establishment**

- A. Construction Stakes:
  - 1. Where change of location of stakes has been requested by CONTRACTOR, or where CONTRACTOR fails to properly preserve construction survey stakes, such resetting or relocations of stakes shall be done by ENGINEER and paid for by CONTRACTOR on the basis of time and materials for such restaking.

- B. Survey Control Points:
  - 1. CONTRACTOR shall bear all expense involved in re-establishing and/or resetting any survey control point, land survey point or monument lost or disturbed during his construction operation. Such Work shall be done under the direct supervision of a licensed land surveyor. Such survey control points shall be marked and flagged by ENGINEER prior to construction.

**1.05 Staking Pipelines Laid to Grade**

- A. One (1) staking: Line and grade points at each structure and at not less than 100-foot (30 m) intervals, with benchmarks at maximum 1/4 mile (400 m) intervals.

**1.06 Staking Pipelines Not Laid to Grade**

- A. One (1) staking: Line points at each structure with 100-foot (30 m) intermediate line points.

**1.07 Staking Tunnels**

- A. First staking: Line and grade to sink the shaft.
- B. Second staking: Line and grade on top of the shaft prior to tunneling.

**1.08 Staking Bores**

- A. One (1) staking: Line and grade points at each end.

**1.09 Staking Existing Drainage**

- A. Unless otherwise indicated on the Plans or specified herein, CONTRACTOR shall bear all expenses including the staking of line and grade required to restore proper grading of surface drainage, including swales and ditches disturbed during the construction operation.

**1.10 Staking Earth Work**

- A. Parks, Parking Lots, or Site Improvement:
  - 1. First staking: Line points at 300-foot (100 m) intervals for clearing and grubbing.
  - 2. Second staking: Final grade points on 100-foot (30 m) grid and grade changes.
- B. Site Improvement Paving:
  - 1. First staking: Line points at 300-foot (100 m) intervals for clearing and grubbing.
  - 2. Second staking: Final grade points at 50-foot (20 m) intervals on centerline, perimeter and at grade changes.
- C. Ponds:
  - 1. First staking: Line points at 300-foot (100 m) intervals for clearing and grubbing.
  - 2. Second staking: Perimeter dike or bank alignment points offset at corners with two (2) benchmarks onsite.

**1.11 Staking Open Drains**

- A. New Drain Improvements:

1. First staking: Line points at 300-foot (100 m) intervals and angle points for clearing and grubbing.
  2. Second staking: Line and grade points at 100-foot (30 m) intervals, angle points, grade changes, and structures.
- B. Drain Cleanouts:
1. One (1) staking of grade points at 300-foot (100 m) intervals, angle points, grade changes, and structures.

**1.12 Staking Roadway Without Curb and Gutter**

- A. One (1) staking: Line and grade points for road centerline finish surface at 50-foot (20 m) intervals and at grade changes, points of curve and at 25-foot (10 m) intervals on curves.

**1.13 Staking Roadway With Curb and Gutter**

- A. One (1) staking: Line and grade points for top of curb at 50-foot (20 m) intervals and at grade changes, points of curve and at 25-foot (10 m) intervals on curves.

**1.14 Staking Buildings and Structures**

- A. One (1) staking: Two (2) intersecting base lines and a minimum of two benchmarks on the site.
- B. Two (2) benchmarks each side of watercourse to be provided for bridges.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section



## **Section 01 7700 Closeout Procedures**

### **Part 1 General**

#### **1.01 Cleaning**

- A. CONTRACTOR shall perform periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Waste material, debris and rubbish shall be periodically removed from the site and disposed of at legal disposal areas away from the site.
- C. Prior to OWNER acceptance CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.
- D. CONTRACTOR shall broom clean exterior paved surfaces and rake clean other exterior surfaces of the site.

#### **1.02 Project Record Documents**

- A. CONTRACTOR shall deliver one (1) copy of all Specifications, Plans, Addenda, Shop Drawings and Samples, annotated to show all changes made during the construction process, to ENGINEER upon completion of the Work. Submittal of the record documents shall be made with a transmittal letter containing:
  - 1. Date
  - 2. Project Title and Number
  - 3. CONTRACTOR's Name and Address
  - 4. Title and Number of each Record Document
  - 5. Certification that each Document as submitted is complete and accurate
  - 6. Documents shall be submitted in good order and in a legible condition.

#### **1.03 Operation and Maintenance Data**

- A. Prior to final inspection or acceptance, CONTRACTOR shall fully instruct OWNER's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems specified.
- B. Operation and maintenance data required by the individual Specification sections and the manufacturer's operation and maintenance data required in Section 01 3300, Submittal Procedures, shall constitute the basis of such instruction.

#### **1.04 Start Up**

- A. CONTRACTOR shall coordinate efforts between OWNER, ENGINEER, any equipment manufacturers, subcontractors and governing agencies in the start up of applicable portions of the Work.

#### **1.05 Substantial Completion**

- A. Certification that the Work is substantially complete shall be in accordance with the General Conditions.

**1.06 Final Payment and Acceptance**

- A. The final inspection, final application for payment and acceptance shall be in accordance with the General Conditions.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

End of Section

# **Section 01 8900**

## **Site Construction Performance Requirements**

### **Part 1 General**

#### **1.01 Scope of Work**

- A. This Section includes general performance requirements for earthwork complete with, reimbursement for crop damage, removal and disposal of structures and obstructions, protection of existing sewers, tiles and mains; protection of existing building and improvements, protection of trees and other types of vegetation, protection of utility lines, requirements for pavement replacement, restoration of driveways and parking areas, restoration of sidewalks, restoration of lawns and disturbed areas, transportation, and disposal of excess excavation.

#### **1.02 Related Work Specified Elsewhere**

- A. Section 01 5713: Temporary Erosion and Sediment Control

#### **1.03 Reference Standards**

- A. Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:
  - 1. MDOT - Michigan Department of Transportation Standard Specifications for Construction, latest edition.

#### **1.04 Requirements of Regulatory Agencies**

- A. CONTRACTOR shall comply with Section 01 5713, Temporary Erosion and Sediment Control. CONTRACTOR, at his expense, shall secure all permits, and post all bonds or deposits required to comply with the "Soil Erosion and Sedimentation Control," requirements, being Part 91 of PA 451 of 1994 as amended.
- B. CONTRACTOR shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program for Construction Activities, Part 31 of PA 451 of 1994 as amended.
- C. CONTRACTOR shall provide, maintain and remove such temporary and/or permanent soil erosion and sedimentation control measures as specified on the Plans or as determined by ENGINEER.
  - 1. Measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.
  - 2. Measures should include provisions to reduce erosion by the wind of all areas stripped of vegetation, including material stockpiles.

#### **1.05 Submittals**

- A. Written permission for the use of all disposal and borrow sites shall be obtained and copies shall be furnished to ENGINEER.

### **1.06 Protection of Plant Life**

- A. Trees, shrubs, and other types of vegetation not within the limits of the Work or not designated on the Plans or by ENGINEER to be removed, shall be carefully protected from damage or injury during the various construction operations.
- B. Any tree, shrub or other type of vegetation not designated to be removed but which is damaged by CONTRACTOR's operation shall be repaired or replaced by CONTRACTOR, at his expense, as determined by ENGINEER.

### **1.07 Protection of Existing Structures and Improvements**

- A. existing culverts, sewers, drainage structures, manholes, water gate wells, hydrants, water mains, utility poles, overhead lines, underground conduits, underground cables, pavement, or other types of improvements within the construction limits, not designated on the Plans to be removed, shall be carefully protected from damage during the construction operations.
- B. Existing structure or improvement not designated to be removed, but which is damaged by CONTRACTOR's operations shall be repaired or replaced by the CONTRACTOR, to the satisfaction of the owner, at his expense.
- C. Deposits of dirt or debris in sewers, culverts, tiles, drainage structures, manholes, gate wells, etc. caused by CONTRACTOR shall be cleaned out at the CONTRACTOR's expense.

### **1.08 Maintaining Drainage**

- A. Existing open drains, field and roadway ditches, drainage tile, sewers, enclosed drains, natural and artificial watercourses, surface drainage or any other types of drainage within the limits of the Work shall be maintained and free to discharge during construction.
- B. Drainage facility not designated to be abandoned, but which is damaged, or any drainage interrupted by the CONTRACTOR's operation shall be immediately repaired, replaced, or cleared by the CONTRACTOR.
- C. Costs incurred shall be incidental to the excavating, backfilling and compacting or grading operations.

## **Part 2 Products**

### **2.01 Granular Material**

- A. Bank run sand meeting the requirements of MDOT, Granular Material Class II.

### **2.02 Aggregate for Shoulders, Parking Areas, Driveways or Roads**

- A. Crushed Limestone, Natural Aggregate or Slag and meeting the requirements of MDOT Section 902.

## **Part 3 Execution**

### **3.01 Dewatering**

- A. The area within the vicinity of the new Work shall be dewatered prior to commencing any construction activities. The depth of the dewatering shall be sufficient to allow the Work area to remain in a dry condition during the various construction operations.
- B. Costs incurred for furnishing, installing, maintaining and removing the dewatering equipment shall be at CONTRACTOR's expense.
- C. Refer to Section 31 2319, Dewatering, for additional requirements.

### **3.02 General**

- A. The various construction operations shall be restricted to the existing right-of-way or the areas indicated on the Plans. If CONTRACTOR requires additional area, CONTRACTOR shall furnish the ENGINEER with written permission obtained from the property owner for any part of the operations he conducts outside of the right-of-way or limits indicated.

### **3.03 Existing Improvements**

- A. CONTRACTOR shall expose existing sewers and structures to which the new Work is to be connected and notify ENGINEER of same. ENGINEER will verify the vertical and horizontal locations of the existing system and shall inform CONTRACTOR as to the necessary adjustments required to align the new Work with the existing system.

### **3.04 Existing Utilities**

- A. When existing utilities are shown on the Plans, their locations are approximate only, as secured in the field investigation and/or from available public records. CONTRACTOR, prior to the start of construction, shall contact Miss Dig and the public agency or utility having jurisdiction to request the verification of all utilities within the construction area.
- B. When existing utility lines, structures or utility poles are encountered during the performance of the Work, CONTRACTOR, at his expense, shall perform his operations in such a manner that the service will be uninterrupted.
- C. CONTRACTOR shall expose all existing utility lines prior to any excavation operation, to determine any conflict with the proposed improvement. CONTRACTOR shall be responsible for any relocation required as a result of any conflict of existing utilities shown on the plans, with the proposed improvement.
- D. Should it become necessary to move any utility structure, line or pole shown on the Plans or otherwise found necessary to be moved, CONTRACTOR shall make all arrangements with OWNER of the utility for the moving. costs incurred for such moving shall be at CONTRACTOR's expense unless indicated otherwise. However, before disturbing a utility line, structure or pole, CONTRACTOR shall furnish ENGINEER with satisfactory evidence, in writing, that proper arrangements have been made with the owner of the utility.

### **3.05 Utility Poles**

- A. CONTRACTOR shall be responsible for any removal or relocation required as a result of any conflict of existing utility poles (including street light poles, guy poles, telephone poles, etc.) with proposed improvements.
- B. CONTRACTOR shall make all arrangements for removing or relocating utility poles with the owner of the utility pole.
- C. Prior to disturbing any utility pole, CONTRACTOR shall provide ENGINEER with written evidence that proper arrangements have been made with the owner of the utility pole.
- D. When required by the Work, CONTRACTOR shall temporarily support poles in the vicinity of the Work at no additional cost to OWNER. Support shall be in accordance with and to the satisfaction of the utility company.

### **3.06 Existing Sewers, Tile, and Mains**

- A. Existing sanitary sewers, storm sewers, drain tile, septic tank bed tiles, water mains or building services or leads, that are encountered during the performance of the Work that require relocation or are damaged, shall be restored with new materials equal in quality and type to the materials encountered.
- B. New material shall be installed as specified in the Contract Documents and per the requirements of the local agencies. Bedding and backfill material, unless otherwise specified, shall be an approved Class II granular material, compacted to 98% of its maximum unit weight.
- C. Seepage bed tile and water mains shall be replaced in accordance with the requirement of the agency having jurisdiction.
- D. Relocation or protection of existing sewers, tiles, tile field, water mains or building services and leads shall be at CONTRACTOR's expense, unless otherwise indicated in the Contract Documents.

### **3.07 Existing Structures**

- A. Existing surface and subsurface structures may be shown on the Plans, in locations considered most probable from information secured in the field investigation or from available public records.
- B. Neither the correctness nor completeness of such information is guaranteed or implied.
- C. Structures shall be protected, preserved or restored by CONTRACTOR, to the satisfaction of the structure owner, at no additional cost to the Project.

### **3.08 Removal of Sewers and Culverts**

- A. Unless otherwise specified in the Contract Documents, CONTRACTOR, at his expense, shall remove any abandoned culvert, pipe, sewer, structure or part of a structure which is to be replaced or rendered useless by the new construction.
- B. When a sewer or culvert is removed at a structure, CONTRACTOR shall install a masonry bulkhead in the structure.

- C. Removal of a culvert or sewer also includes the removal and disposal of end treatments or headwalls.

### **3.09 Removal of Structures**

- A. Removal of existing structures shall consist of removing and salvaging the existing frame and cover. The ends of the existing pipe shall be plugged and braced. The complete structure shall be removed entirely and disposed of. The excavation shall be backfilled with sand and compacted to 98% of its maximum unit weight. Maximum unit weight shall be determined by ASTM D698, Method B.
- B. If a structure is to be removed from a system that is to remain in service, a bypass system, approved by ENGINEER, shall be installed and maintained by the CONTRACTOR, during the rebuilding period.

### **3.10 Abandoning Structures**

- A. Structure shall be broken down to at least 30 inches (750 mm) below the subgrade.
- B. Pipes connected to the structure shall be plugged with a brick, masonry or concrete bulkhead approved by ENGINEER.
- C. Structure shall be backfilled with flowable fill to 1-foot (300 mm) above the pipes and the remainder of the structure backfilled with sand-cement mixture at a 10 to 1 ratio to subgrade elevation or to 1-foot (300 mm) below finished grade.
- D. The remainder of the excavation shall be backfilled with a granular material, compacted to 98% of its unit weight, and shall meet with the approval of ENGINEER.
- E. Maximum unit weight shall be determined by ASTM D698, Method B.

### **3.11 Salvaged Material**

- A. Salvaged materials shall become the property of CONTRACTOR unless otherwise specified in the Contract Documents, and shall be disposed of by CONTRACTOR, at his expense.

### **3.12 Trees**

- A. Trees excepting those specified on the Plans to be removed, shall be effectively protected by CONTRACTOR during his construction operations.
  - 1. If in the opinion of ENGINEER, the methods of protection employed by CONTRACTOR are not adequate, CONTRACTOR shall carry on his operation by tunneling, or by other approved means, which will not cause undue damage to the trees.
- B. The requirements for tree tunneling are as follows:
  - 1. Depth of Cover:
    - a. Tunnels shall be placed at a minimum depth of 30 inches (0.75 m), measured from the ground surface to the top of the tunnel.

2. Length of Tunnel:

- a. Tunnel length in feet (meters) shall be in direct proportion to diameter of tree in inches (millimeters) for trees eight (8) inches (200 mm) or larger in diameter. One (1) foot of tunnel shall be constructed for each inch of tree diameter whenever the trench or any portion thereof approaches the tree trunk a distance in feet equal to one-half the tree diameter in inches.
  - b. Example: A tree 12 inches in diameter shall require a 12-foot tunnel whenever the trench or any portion thereof approaches within six (6) feet of said tree.
  - c. Measurements: Trees under 8 inches in diameter will require the same length of tunnel as 8-inch trees. Measurements of tree diameters shall be taken four (4) feet above the ground surface.
- C. Where the Plans indicate areas allowing the cutting of minor trees, care should be used to keep damage to adjacent trees to an absolute minimum. Where these areas are specifically indicated on the Plan, they are to be cleared and all trunks and branches shall be disposed of by CONTRACTOR. Debris shall not be bulldozed on to adjacent private property.
- D. Trees damaged by the construction operation shall be repaired so not to inhibit growth or replaced at the expense of CONTRACTOR. Repair or replacement shall be contingent upon agreement between the damaged tree owner and CONTRACTOR. In any event, limbs, branches and roots damaged by CONTRACTOR shall be properly pruned to the satisfaction of ENGINEER.
- E. Costs incurred for protection of trees, including tunneling, repair and replacement, if necessary, shall be at CONTRACTOR's expense.

**3.13 Remove and Replace Tree**

- A. Tree removal and replacement may be accomplished in two ways:
1. CONTRACTOR may completely remove and dispose of the existing trees, and after the new improvement has been completed, tested, accepted and rough grading has been completed, CONTRACTOR shall plant new trees, in approximately the same location as the existing trees, of size and species per the following (existing trees to be replaced with like specie):
    - a. "Acer Rubrum" October Glory Red Maple, 2 ½-inch B&B (min)
    - b. "Malus Centzam" Centzam Crabapple, 2-inch B&B (min)
    - c. "Crataegus Phaenaopyrum" Washington Hawthorn, 8-foot B&B (min)
    - d. "Pinus Nigra" Austrian Pine, 6-foot B&B (min)
    - e. "Picea Pungens" Colorado Spruce, 5-foot B&B (min)
    - f. "Quercus Rubra" Red Oak, 2 ½-inch B&B (min)
    - g. "Pyrus Calleryana" Redspire Pear, 2-inch B&B (min)
  2. CONTRACTOR may remove and preserve the existing trees.

- a. The trees shall be properly cared for and maintained in a healthy condition.
  - b. After the new improvement has been installed, tested, accepted and rough grading completed, the trees shall be replanted in approximately the same location. Any trees damaged, destroyed or which die, shall be replaced at no additional cost.
- B. Trees, whether replanted or planted new, shall be guaranteed for a period of two years from the date of substantial completion.

### **3.14 Fences**

- A. Fences shall be removed and replaced or shall be removed as indicated on the Plans. If any of the existing material is damaged or destroyed, CONTRACTOR shall replace the material at his expense.
- B. Where fencing is encountered during construction, and its removal was not called for on the Plans, it shall be replaced or restored, at CONTRACTOR's expense, to a condition comparable to that prior to construction.
- C. After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by CONTRACTOR, at his expense, unless otherwise called for in the Contract Documents.
- D. Any holes or voids resulting from the fence removal operation shall be backfilled with a suitable material, approved by ENGINEER.
- E. Where fences are encountered that are being used to confine livestock or to provide security, the fence shall be immediately replaced following construction. During construction, CONTRACTOR, at his expense, shall provide, install and maintain a temporary fence, meeting the approval of ENGINEER.

### **3.15 Holes**

- A. Earth removed during any phase of the excavation or removal operations, resulting in a hole or void, shall be replaced by backfilling to the proposed subgrade with a suitable granular material. Material shall be placed by the controlled density method or other effective means having the approval of ENGINEER and shall be compacted to 95% of maximum unit weight.
- B. Furnishing, placing and compacting of the backfill material shall be at CONTRACTOR's expense.

### **3.16 Restoration in Right-of-Way and Yard Areas**

- A. Right-of-way and yard areas not paved or aggregate surfaced shall be restored in accordance with the type and location specified herein unless indicated otherwise on the Plans. Disturbed areas may be shaped by "Machine Grading" or another method approved by ENGINEER to achieve the cross section, line and grade shown on the Plans. Areas where slopes are 1 on 4 or flatter shall be restored with topsoil, seed and mulch. Slopes steeper than 1 on 4 shall be restored with sod.

- B. Excess material from the restoration operation shall be disposed of by CONTRACTOR at his expense.
- C. Disturbed areas shall be graded to receive either topsoil and seed or topsoil and sod. Topsoil, seed, sod, fertilizer and mulch shall conform to the requirements specified on the Plans and in Section 32 9219, Seeding, or Section 32 9223, Sodding.
- D. CONTRACTOR, at his expense, shall furnish, place, and compact any additional fill, meeting the approval of ENGINEER, needed to restore the disturbed areas to the cross sections called for on the Plans or as determined by ENGINEER.

### **3.17 Restoration of Aggregate Surfaces**

- A. Shoulders:
  - 1. Shoulder shall be regarded as the area between the edge of pavement and the ditch, or the area within 10 feet of the pavement, whichever is the lesser.
  - 2. Backfilling of trenches in the shoulder area shall be carried to within 5 inches of the existing surface as specified under Trench "A" or Trench "B." The remaining depth shall be backfilled with a minimum of 5 inches of compacted 22A or 23A aggregate with calcium chloride applied, at the rate of 6 pounds per Ton of aggregate .
  - 3. CONTRACTOR, at his expense, shall furnish, place and compact all materials necessary to complete the backfilling and restoration operation within the shoulder area.
- B. Driveways and Parking Areas:
  - 1. Aggregate driveway areas shall be regarded as the area from the right-of-way line to the edge of the traveled roadway and shall include the shoulder area.
  - 2. Backfilling of trenches crossing aggregate surfaced driveways and parking areas shall be carried to the bottom of the proposed base course as specified under Trench "B". The remaining depth shall be backfilled with a minimum of 6 inches of compacted 22A or 23A aggregate, with calcium chloride applied at the rate of 6 pounds per Ton of aggregate.
  - 3. Aggregate surfaced areas beyond the limits of the actual excavation which are disturbed, as determined by ENGINEER, by such operations as temporary storage of materials or passage of equipment, shall be resurfaced, at CONTRACTOR's expense.
    - a. Upper 3 inches of disturbed areas shall be removed as necessary to allow the final elevation of the resurfacing course to be at the elevation of the drive or parking area which existed prior to excavation.
    - b. Disturbed area shall be resurfaced with a minimum of 3 inches of compacted 22A or 23A aggregate, with calcium chloride applied at the rate of 6 pounds per Ton of aggregate
  - 4. CONTRACTOR, at his expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the driveway and parking area.

C. Roads and Streets:

1. Backfilling of trenches crossing aggregate surfaced roads or streets shall be carried to within 12 inches of the existing surface as specified under Trench "B." The remaining depth shall be backfilled with two 6-inch layers of compacted 22A or 23A aggregate, with calcium chloride applied at the rate of 6 pounds per Ton of aggregate.
2. CONTRACTOR, at his expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the roadway or street area.
3. Also, any settlement of the aggregate surface shall be restored by placing additional aggregate, up to the original grade, and shall be done at the CONTRACTOR's expense.

D. Compaction:

1. Compaction of all aggregate shall be performed by a pneumatic-tired roller or a vibratory compactor until the material forms a stable surface.

**3.18 Soil Erosion and Sedimentation Control**

- A. CONTRACTOR shall comply with the requirements of Section 01 5713, Temporary Erosion and Sediment Control. Prior to commencing any type of earthwork, CONTRACTOR shall obtain a Soil Erosion and Sedimentation Control permit from the local enforcing Agency.
- B. CONTRACTOR, at his expense, shall obtain all approvals, secure all permits and post all bonds and deposits required to comply with the Soil Erosion and Sedimentation Control Act, Part 91 of PA 451 of 1994, as amended, and those of the enforcing agency.
- C. CONTRACTOR shall provide ENGINEER with a copy of the soil erosion permit issued by the local enforcing agency for the Project, prior to commencing any type of earthwork on the Project.

**3.19 Excess Excavation**

- A. Excess excavation shall be defined as all surplus earth material realized from the construction that is free of brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material.
- B. CONTRACTOR, when requested by OWNER, shall transport all excess excavation to a site(s) designated by OWNER.
  1. Excess excavation shall be graded by CONTRACTOR to provide positive surface drainage of the site(s).
  2. Grading shall be done such that adjacent properties are not damaged or affected. The grading shall include removal of all surface irregularities to provide a smooth surface ( $\pm 0.25$  foot).

- C. When the excess excavation has not been requested by the OWNER, CONTRACTOR shall remove and properly dispose of the material at no additional cost to OWNER.
- D. Proper disposal of all excess excavation, including transportation, grading, and protection of adjacent properties shall be considered as a final cleanup item. No additional payment will be made for this item.
- E. Brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material from the construction shall become the property of CONTRACTOR, and shall be disposed of per all applicable Laws, rules or regulations. Removal and disposal of this material shall be considered as part of final cleanup. No additional payment will be made for this item.
- F. OWNER approval of the final site(s) condition in writing will be required prior to final payment authorization.

End of Section

**SPECIAL PROVISIONS**



CHARLEVOIX COUNTY ROAD COMMISSION

SPECIAL PROVISION  
FOR  
**RIPRAP, FIELDSTONE**

WT/PMR

1 of 1

2025-11

**a. Description.** This work consists of installing heavy geotextile liner and furnishing and placing fieldstone riprap on channel bottoms and side slopes. All work must be done in accordance with section 813 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction except where noted in this special provision and as directed by the Engineer.

**b. Materials.** Use stone for riprap that is washed, uncrushed, **rounded fieldstone**. Acceptance will be based on visual inspection of riprap in-place by the Engineer. Size requirements shall be as listed in section 916 of the Standard Specifications for Construction for Plain Riprap. The smallest footprint dimension must be at least 8 inches. The maximum to minimum dimension ratio must be no greater than 2:1.

Heavy geotextile liner must meet the requirements of section 910 of the Standard Specifications for Construction. Furnish test data certification from the manufacturer on the specific product intended for use prior to installation.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Riprap, Fieldstone .....	Syd

**Riprap, Fieldstone** includes furnishing all labor, equipment and materials to furnish and place heavy geotextile liner and stone, including headers, and excavation for the installation of the liner and stone according to this specification.



# CHARLEVOIX COUNTY ROAD COMMISSION

## SPECIAL PROVISION FOR SLOPE RESTORATION

WT:PMR

1 of 2

2025-11

**a. Description.** This work consists of preparing all lawns and slopes for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, and high velocity mulch blanket. Ensure turf establishment is in accordance with section 816 and 917 of the Standard Specifications for Construction, except as modified herein or otherwise directed by the Engineer.

**b. Materials.** The materials, application rates, and construction methods specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. Furnish the following materials on this project:

1. Seeding mixture: TDS.

2. Chemical fertilizer nutrient, Class A.

3. Topsoil. The following percentages of furnished and salvaged topsoil are estimated for this project and provided for informational purposes only.

Topsoil Furnished: 25 percent

Topsoil Salvaged: 75 percent

4. Mulch/Stabilization Blanket used for erosion control will comprise of loosely woven coconut fiber blanket (SC150BN) on the disturbed road embankments only; this blanket is wildlife friendly and will not trap or snag wildlife species including snakes. Erosion control products will not contain plastic mesh netting or other similar material that could entangle the eastern massasagua rattlesnake EMR (*Sistrurus catenatus catenatus*).

**c. Construction.** Ensure construction methods are in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames specified in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact, and ensure all areas to be seeded are weed-free prior to placing topsoil. Place topsoil to the minimum depth of 4 inches and in accordance with the plans and standard specifications to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2-inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2-inch of topsoil.

Install Mulch/Stabilization blanket in accordance with the manufacturer’s published guidelines and as directed by the Engineer.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed, and mulch treatment. This replacement will be paid for as additional work using the applicable pay items.

If an area washes out for reasons attributable to the Contractor’s activity or failure to take proper precautions, replacement will be at no cost to the contract.

The Engineer will inspect the seeded turf to ensure it is well-established, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well-established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer at no cost to the contract.

Provide weed control, if weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, in accordance with subsection 816.03.I of the Standard Specifications for Construction. Weed control will be at no additional cost to the contract.

To increase human safety and awareness of EMP, those implementing the project should first watch MDNR’s “60-second Snakes: The Eastern Massasauga Rattlesnake” video (available at [http://youtube/-PFnXe\\_eO2w](http://youtube/-PFnXe_eO2w)) or review the EMR factsheet available at <https://www.fws.gov/Midwest/endangered/reptiles/eama/pdf/EMRfactsheetSept2016.pdf> or by calling 517-351-2555

Require reporting of any EMR observations, or observations of any other listed threatened or endangered species, during project implementation to the US Fish & Wildlife Service within 24 hours.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Slope Restoration.....	Square Yard

Payment for **Slope Restoration** will be measured by area in square yards in place. All materials, labor and equipment required to install **Slope Restoration**, which includes Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch/Stabilization Blanket will be included in the contract unit price for **Slope Restoration**.



## Eastern Massasauga *Sistrurus catenatus*

The eastern massasauga rattlesnake has been listed as a threatened species under the Endangered Species Act. Threatened species are animals and plants that are likely to become endangered in the foreseeable future. Identifying, protecting, and restoring endangered and threatened species is the primary objective of the U.S. Fish and Wildlife Service's endangered species program.

### What is an eastern massasauga rattlesnake?

**Appearance:** Massasaugas are small snakes with thick bodies, heart-shaped heads and vertical pupils. The average length of an adult is about 2 feet. Adult massasaugas are gray or light brown with large, light-edged chocolate brown blotches on the back and smaller blotches on the sides. Young snakes have the same markings, but are more vividly colored. Other snakes that look similar include the fox snake, milk snake and hognose snake.

**Habitat:** Massasaugas live in wet areas including wet prairies, marshes and low areas along rivers and lakes. In many areas massasaugas also use adjacent uplands during part of the year. They often hibernate in crayfish burrows but may also be found under logs and tree roots or in small mammal burrows. Unlike other rattlesnakes, massasaugas hibernate alone.



Photo courtesy of Dan Kennedy, Michigan DNR

**Reproduction:** Like all rattlesnakes, massasaugas bear live young. Depending on their health, adult females may bear young every year or every other year. When food is especially scarce they may only have young every three years. Most massasaugas mate in late summer, and give birth about a year later. Litter size varies from 5 to 20 young.

**Feeding Habits:** Massasaugas eat small rodents such as mice and voles but they sometimes eat frogs and other snakes. They hunt by sitting and waiting. Heat sensitive pits near the snakes' eyes alert the snake to the presence of prey. They can find their prey by sight, by feeling vibrations, by sensing heat given off by their prey, and by detecting chemicals given off by the animal (like odors).

**Range:** Eastern massasaugas live in an area that extends from central New York and southern Ontario to southcentral Illinois and eastern Iowa. Historically, the snake's range covered this

*Massasaugas are docile, secretive snakes that will try to escape rather than fight. But they will protect themselves and may bite if cornered. Be cautious in massasauga areas by wearing leather boots or shoes, watching where you place your hands and feet and walking around, rather than over, fallen logs. Treat massasaugas with respect, like any wild animal. If you are bitten by a massasauga, seek medical help immediately.*

same area, but within this large area the number of populations and numbers of snakes within populations have steadily shrunk. Generally, only small, isolated populations remain. The eastern massasauga is listed as endangered, threatened, or a species of concern in every state and province where it is found.

### **Why has the eastern massasauga been listed as a threatened species?**

**Eradication:** People seem to have an innate fear of snakes and fear of venomous snakes is particularly strong. Massasaugas are often killed when they show up near homes or businesses, and people may go out of their way to kill or even eliminate them. Indeed, many states had bounties on all rattlesnakes, including massasaugas.

**Habitat loss:** Massasaugas depend on wetlands for food and shelter and often use nearby upland areas during part of the year. Draining wetlands for farms, roads, homes, and urban expansion has eliminated much of the massasauga habitat. Also, massasaugas are not long distance travelers, so roads, towns, and farm fields prevent them from moving between the wetland and upland habitats they need. These same barriers also separate and isolate remaining populations from each other. Small, isolated populations often continue on a downward spiral until the massasauga is lost from those areas.

**Management:** Lack of management and improper timing of management are threats to

massasaugas. The snake's habitat needs vegetation control such as prescribed fire and mowing to prevent invasion of shrubs, trees and non-native plants. Woody plant invasion is reducing the amount of available habitat in some areas. Where land is managed to prevent woody invasion, snakes may be killed by prescribed fire and mowing when it happens after snakes emerge from hibernation.

### **What is being done to conserve the eastern massasauga?**

**Research:** Researchers are studying the eastern massasauga to learn about its life history, about how it uses its habitat, and how we can manage for it and its habitat.

**Habitat Management:** Many remaining populations of massasaugas are on public land and privately owned natural areas. Some land management practices on those properties harm massasaugas. The Service is working with willing land managers to practice techniques that allow traditional management goals to continue but avoid harming the massasauga and its habitat.

**Education:** Although many people have an innate fear of massasaugas, it is actually a secretive, docile snake that strikes humans only when it feels threatened and cornered. Living, working, or recreating in massasauga areas does require caution, but the massasauga is also an important and beautiful part of the natural heritage of those areas. We hope that

education about the docile nature of the snake, its habits, and its role in the ecosystem will help people feel more comfortable living with this rare creature.

### **Why do we want to conserve the eastern massasauga?**

**Ecosystem Role:** The massasauga plays an important role in its ecosystems, both as a predator on small mammals, other snakes, and amphibians and as prey for hawks, owls, cranes, and some mammals.

**Indicator Species:** The fact that massasaugas are in serious decline is a warning bell telling us that something is wrong. The story of the massasauga is similar to the story of many plants and animals that need wetlands or a combination of wetlands and uplands to survive. When we drain wetlands and develop in natural areas, we push our wild plants and animals onto ever smaller isolated islands of habitat where it is difficult for them to survive. By conserving massasaugas, we conserve natural systems that support many species of plants and animals.

*U.S. Fish & Wildlife Service  
5600 American Blvd., Suite 990  
Bloomington, Minnesota 55437  
612/713-5350  
<http://www.fws.gov/midwest/endangered>*

*September 2016*

CHARLEVOIX COUNTY ROAD COMMISSION

SPECIAL PROVISION  
FOR  
**DEWATERING**

WT:PMR

1 of 1

1/20/2026

**a. Description:** Designing, installing, maintaining and removing associated work including dewatering to maintain flows.

**b. Materials.** None specified.

**c. Construction.** Perform the work according to Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction; adhere to the following requirements:

1. Design. Provide a plan for dewatering and/or maintaining stream flow that complies with EGLE permit requirements and MDOT Standard Plans and submit it to the Engineer for review 7 days before the installation of the system.
2. Dewatering and Maintaining Stream Flow during Construction. Maintain the stream flow through the existing channel, temporary channel, temporary culvert, or bypass pumping unless approved by the Engineer.
3. When using a temporary bypass pipe, sluice, or similar structure, provide sediment control structures at the inlet to contain sediment before it enters the bypass structure. Maintain the sediment control structure to provide adequate flow and sediment removal capacity.
4. Install temporary dams constructed of sufficient size and depth to withhold the expected backwater. Temporary uncontained material earthen dams are prohibited.
5. Dewater without causing damage to nearby property, foundations, utilities, or pavements and without interfering with the rights of the public, owners of private property, pedestrians, motorists, or the work of other contractors.
6. Do not disturb the soil under and next to existing structures during dewatering and temporary pumping operations. The Contractor is responsible for controlling any additional sediment created by Contractor operations. Do not overload or obstruct existing drainage facilities.

**d. Measurement and Payment** - The completed work as described will be paid for at the contract unit price for the following pay item.

<b>Pay Item</b>	<b>Pay Unit</b>
Dewatering .....	Lump Sum

Payment for **Dewatering** includes all work and materials required for dewatering and maintaining the stream flow during construction stage.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**PIPE ALTERNATE FOR CULVERT CLASSES**

STM:MLO

1 of 1

APPR:DMG:BDZ:04-25-24  
FHWA:APPR:05-01-24

**a. Description.** This work consists of the use of polypropylene pipe (PPP) at locations shown on the plans. Complete this work in accordance with subsection 401.03 of the Standard Specifications for Construction, except as modified herein. PPP is an acceptable alternative to corrugated polyethylene (CPE) pipe for Culvert Class A, B and F applications.

**b. Materials.** Furnish PPP in accordance with *AASHTO M330, Type S*. PPP with diameters up to 24 inches will be tested for acceptance at a rate of one sample per diameter of pipe size supplied on the project. PPP with diameters greater than 24 inches up to 30 inches will be tested for acceptance at the rate of one sample for every 1000 feet of pipe.

For PPP diameters up to 24 inches, a sample consists of one 10-foot-long piece, one 6-foot-long piece, and one coupling. PPP with diameters greater than 24 inches, a sample must come from a single 20-foot-long section of pipe and must include three pieces with a length equal to or greater than the diameter, one piece at least 60 inches long, and the necessary pieces to assemble a joint with at least 6 inches of pipe protruding from each end of the joint. Mark all pieces of each sample so that they can be identified as coming from the same section of pipe.

PPE with diameters less than 30 inches may require additional testing if the initial acceptance testing did not meet specifications, or at the request of the Engineer. The Engineer may require the Contractor to furnish additional samples at no cost to the contract.

PPP with diameters greater than 30 inches up to 36 inches will be accepted by Test Data Certification in accordance with subsection 2.01.03 of the *MQAP Manual*.

Use a single manufacturer's complete system of pipe and joint, including the gasket. Below is a product that the Department is aware of that meets the required criteria:

Advanced Drainage Systems HP Storm Polypropylene Pipe

PPP material is allowed for culvert use in Class A and F applications for pipe 36 inches in diameter and less, and in Class B applications for pipe 12 to 24 inches in diameter.

**c. Construction.** Construct PPP in accordance with the requirements for CPE pipe in subsection 401.03 of the Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the pay items defined in subsection 401.04 of the Standard Specifications for Construction.



## **APPENDIX A**

**EGLE Permit - Marvon Road (WI-37) over Marvon Creek**





## NOTICE OF AUTHORIZATION

---

**Permit Number:** WRP047254 v.1  
**Site Name:** Marvon Road over  
Marvon Creek (WI-37)

**Date Issued:** November 21, 2025  
**Expiration Date:** November 21, 2030

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 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.

**Authorized activity:**

**Remove the existing 30-foot-long single culvert 3 feet wide and replace with a single 44 foot long by 7-foot-wide bankfull spanning culvert 3 foot in height. Place a total of 29 cubic yards of rip rap for erosion protection as shown on plans.**

**Waterbody Affected:** Marvon Creek  
**Property Location:** Charlevoix County, Wilson Township, Town 32N, Range 06W,  
Section 35

**Permittee:**  
Charlevoix County Road Commission  
James Vanek  
1251 Boyne Avenue  
Boyne City, Michigan 49712-9699

Luke Golden  
Transportation Review Unit  
Water Resources Division  
989-370-1569

*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.

**EGLE**  
**WRP047254 v1.0**  
**Approved**  
**Issued On:11/21/2025**  
**Expires On:11/21/2030**



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

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**Issued To:**

**Charlevoix County Road Commission  
James Vanek  
1251 Boyne Avenue  
Boyne City, Michigan 49712-9699**

**Permit No: WRP047254 v.1  
Submission No.: HQG-RPMD-EWA95  
Site Name: Marvon Road over Marvon Creek (WI-37)  
Issued: November 21, 2025  
Revised:  
Expires: November 21, 2030**

**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:**

- |                                                                                                       |                                                                                |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Part 301, Inland Lakes and Streams</b>                         | <input type="checkbox"/> <b>Part 323, Shorelands Protection and Management</b> |
| <input type="checkbox"/> <b>Part 303, Wetlands Protection</b>                                         | <input type="checkbox"/> <b>Part 325, Great Lakes Submerged Lands</b>          |
| <input type="checkbox"/> <b>Part 315, Dam Safety</b>                                                  | <input type="checkbox"/> <b>Part 353, Sand Dunes Protection and Management</b> |
| <input type="checkbox"/> <b>Part 31, Water Resources Protection (Floodplain Regulatory Authority)</b> |                                                                                |

**EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.**

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

**Authorized Activity:**

**Remove the existing 30-foot-long single culvert 3 feet wide and replace with a single 44 foot long by 7-foot-wide bankfull spanning culvert 3 foot in height. Place a total of 29 cubic yards of rip rap for erosion protection as shown on plans.**

**Waterbody Affected: Marvon Creek  
Property Location: Charlevoix County, Wilson Township, Town 32N /Range 06W /Section 35**

**EGLE  
WRP047254 v1.0  
Approved  
Issued On:11/21/2025  
Expires On:11/21/2030**

**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.
- 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 (1) week after the completion of the activity authorized by this permit by sending an email to Luke Golden at [GoldenL3@Michigan.gov](mailto:GoldenL3@Michigan.gov).
- 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 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. All work shall be completed in accordance with plans attached; kept on file at the EGEL's Water Resources Division, Transportation Review Unit.
  2. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.

3. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
4. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
5. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.
6. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
7. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20 for the Upper Peninsula, October 1 for the Lower Peninsula north of US-10, and October 10 for the Lower Peninsula south of US-10.
8. This 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.
9. 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 the EGLE, will be for a five (5) year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
10. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
11. During removal or repair of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
12. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.
13. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in plan on the accepted plans. Cofferdam and sheet pile that is left

in place shall be cut off at the elevation shown on the plans and shall be a minimum of one (1) foot below the stream bottom.

14. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
15. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.
16. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be recessed into the stream bed to provide a natural channel substrate throughout the structure, as shown on the approved plans.
17. Road fill side slopes shall not be steeper than 1-on-2 (one [1] vertical to two [2] horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
18. Areas to be protected by riprap shall be cleared of brush and debris. All grades shall be shaped and compacted to the required cross section. Geotextile liner shall be placed on the prepared grades. The riprap installation shall not damage the geotextile liner.
19. Any fill shall consist of clean inert material.
20. Any alterations to the existing road grade elevations other than that shown on the plans will require prior approval from the Water Resources Division (WRD).
21. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high-water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.
22. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
23. All riprap shall be properly sized and graded based on wave action and velocity and shall consist of clean natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). Broken concrete, free of protruding metal, free of contaminants and other foreign material may be used if permitted by the contract documents.
24. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure. Rock riprap shall be placed such that it does not narrow the stream or interfere with stream flows into and out of the structure.
25. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.

- 26. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
- 27. No work or dredging within the water authorized by this permit is allowed from October 1 to April 30 due to critical spawning, migration, and/or recreational use periods.
- 28. To avoid disturbance of Northern long-eared bat, which is federally listed as a threatened species, or Indiana bat, which is federally listed as an endangered species, any tree larger than 3 inches in diameter shall not be cut between April 1 and September 30 of any year.
- 29. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
- 30. Stormwater shall not directly outlet to the stream.
- 31. Issuance of this permit is contingent upon the effect determinations to federally listed threatened and endangered species, as can be found within the United States Fish and Wildlife Service (USFWS) "All Species Michigan Determination Key" verification letter provided with the permit application. The permittee is responsible for adhering to all of the agreed-upon conservation measures listed within the verification letter and discussed during consultation with USFWS.

Issued By:   
 Luke Golden  
 Transportation Review Unit  
 Water Resources Division  
 989-370-1569

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Date

cc: Wilson Township Clerk  
Charlevoix County  
Charlevoix County Drain Commissioner

**EGLE**  
**WRP047254 v1.0**  
**Approved**  
**Issued On:11/21/2025**  
**Expires On:11/21/2030**



## **APPENDIX B**

**EGL E Permit - Pesek Road (JO-33) over Marvon Creek**





## NOTICE OF AUTHORIZATION

**Permit Number: WRP047233 v.1**  
**Site Name: Pesek Road over Marvon Creek**  
**(JO-33)**

**Date Issued: November 25, 2025**  
**Expiration Date: November 25, 2030**

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 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.

**Authorized activity:**

**Remove the existing 23-foot-long triple tube culverts 18-inches-wide and replace with a single 36-foot-long by 8-foot-wide bankfull spanning culvert 3-foot-high. Place a total of 28 cubic yards of rip rap for erosion protection, as shown on plans.**

Waterbody: Marvon Creek

To be conducted at property located in: Antrim County, Wilson Township, Town 31N,  
Range 06W, Section 02

Permittee:  
Charlevoix County Road Commission  
James Vanek  
1251 Boyne Avenue  
Boyne City, Michigan 49712-9699

Luke Golden  
Transportation Review Unit  
Water Resources Division  
989-370-1569

*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.

**EGLE**  
**WRP047233 v1.0**  
**Approved**  
**Issued On:11/25/2025**  
**Expires On:11/25/2030**



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

---

**Issued To:**

**Charlevoix County Road Commission  
James Vanek  
1251 Boyne Avenue  
Boyne City, Michigan 49712-9699**

**Permit No: WRP047233 v.1  
Submission No.: HQG-QW55-NV19F  
Site Name: Pesek Road over Marvon Creek (JO-33)  
Issued: November 25, 2025  
Revised:  
Expires: November 25, 2030**

**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:**

- |                                                                                                       |                                                                                |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Part 301, Inland Lakes and Streams</b>                         | <input type="checkbox"/> <b>Part 323, Shorelands Protection and Management</b> |
| <input type="checkbox"/> <b>Part 303, Wetlands Protection</b>                                         | <input type="checkbox"/> <b>Part 325, Great Lakes Submerged Lands</b>          |
| <input type="checkbox"/> <b>Part 315, Dam Safety</b>                                                  | <input type="checkbox"/> <b>Part 353, Sand Dunes Protection and Management</b> |
| <input type="checkbox"/> <b>Part 31, Water Resources Protection (Floodplain Regulatory Authority)</b> |                                                                                |

**EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.**

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

**Authorized Activity:**

**Remove the existing 23-foot-long triple tube culverts 18-inches-wide and replace with a single 36-foot-long by 8-foot-wide bankfull spanning culvert 3-foot-high. Place a total of 28 cubic yards of rip rap for erosion protection, as shown on plans.**

**Waterbody Affected: Marvon Creek  
Property Location: Antrim County, Wilson Township, Town 31N /Range 06W /Section 02**

**EGLE  
WRP047233 v1.0  
Approved  
Issued On:11/25/2025  
Expires On:11/25/2030**

**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.
- 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 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. All work shall be completed in accordance with plans attached; kept on file at the EGLE's Water Resources Division, Transportation Review Unit.
  2. Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit. A violation of these parts subjects the permittee to potential fines and penalties.

3. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
4. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.
5. Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.
6. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
7. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20 for the Upper Peninsula, October 1 for the Lower Peninsula north of US-10, and October 10 for the Lower Peninsula south of US-10.
8. This 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.
9. 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 the EGEL, will be for a five (5) year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.
10. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
11. During removal or repair of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
12. Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working

order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.

13. All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in place on the accepted plans. Cofferdam and sheet pile that is left in place shall be cut off at the elevation shown on the plans and shall be a minimum of one foot below the stream bottom.
14. The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.
15. The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.
16. The culvert shall be installed to align with the center line of the existing stream at both the inlet and outlet ends and must be **recessed into the stream bed** to provide a natural channel substrate throughout the structure, as shown on the approved plans.
17. Road fill side slopes shall not be steeper than 1-on-2 (one [1] vertical to two [2] horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.
18. Areas to be protected by riprap shall be cleared of brush and debris. All grades shall be shaped and compacted to the required cross section. Geotextile liner shall be placed on the prepared grades. The riprap installation shall not damage the geotextile liner.
19. Any fill shall consist of clean inert material.
20. Any alterations to the existing road grade elevations other than that shown on the plans will require prior approval from the Water Resources Division (WRD).
21. Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high-water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.
22. All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.
23. All riprap shall be properly sized and graded based on wave action and velocity and shall consist of clean natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). Broken concrete, free of protruding metal, free of contaminants and other foreign material may be used if permitted by the contract documents.
24. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure. Rock riprap

shall be placed such that it does not narrow the stream or interfere with stream flows into and out of the structure.

- 25. If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.
- 26. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
- 27. No work or dredging within the water authorized by this permit is allowed from October 1 to April 30 due to critical spawning, migration, and/or recreational use periods.
- 28. To avoid disturbance of Northern long-eared bat, which is federally listed as a threatened species, or Indiana bat, which is federally listed as an endangered species, any tree larger than 3 inches in diameter shall not be cut between April 1 and September 30 of any year.
- 29. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
- 30. Stormwater shall not directly outlet to the stream.
- 31. Issuance of this permit is contingent upon the effect determinations to federally listed threatened and endangered species, as can be found within the United States Fish and Wildlife Service (USFWS) "All Species Michigan Determination Key" verification letter provided with the permit application. The permittee is responsible for adhering to all of the agreed-upon conservation measures listed within the verification letter and discussed during consultation with USFWS.

Issued By:   
 Luke Golden  
 Transportation Review Unit  
 Water Resources Division  
 989-370-1569

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

\_\_\_\_\_

\_\_\_\_\_

Permittee Signature

Date

**EGLE**  
**WRP047233 v1.0**  
**Approved**  
**Issued On:11/25/2025**  
**Expires On:11/25/2030**

cc: Wilson Township Clerk  
Antrim County  
Antrim County Drain Commissioner

ATTACHMENT NAME:

EGLE Notice of Completion Card.pdf

ATTACHMENT TYPE:

Adobe Portable Document Format (PDF) compound image



Michigan Department of Environment, Great Lakes, and  
Energy Water Resources Division

**NOTICE OF COMPLETION**

I hereby give notice to the Michigan Department of Environment, Great Lakes, and Energy that the project, which was permitted under applicable statute provisions, has been completed.

PERMIT NUMBER	COUNTY
PROJECT COMPLETION DATE	AREA CODE AND TELEPHONE NUMBER
PERMITTEE'S SIGNATURE	

Noncompliance with reporting requirements may result in monetary penalty. Completion of this form is required under the authority of the applicable parts of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Once complete please via email to staff or my mail to:

EGLE WRD

Transportation Review Unit

P.O. Box 30458

Lansing, Michigan 48909-7958

Rev. 11/2025

**EGLE**  
**WRP047233 v1.0**  
**Approved**  
**Issued On:11/25/2025**  
**Expires On:11/25/2030**

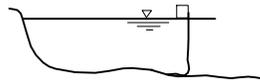
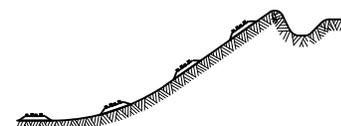
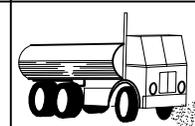
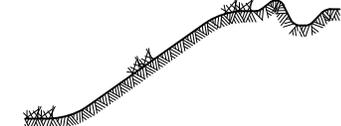
## **APPENDIX C**

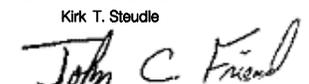
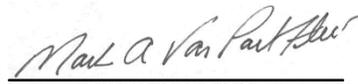
### **MDOT Standard Plans**

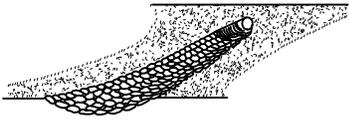
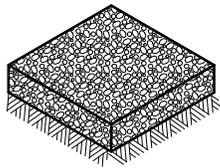
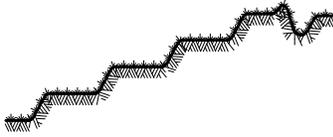
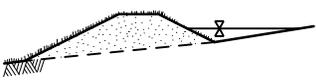
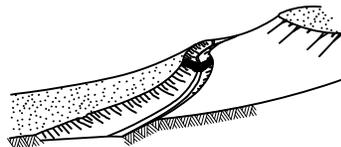
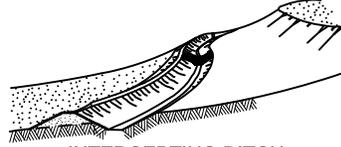
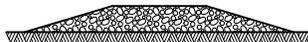
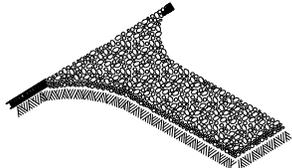


● APPLICABLE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES  
 ( COMPREHENSIVE DETAILS ARE LOCATED IN SECTION 6 OF  
 THE SOIL EROSION & SEDIMENTATION CONTROL MANUAL )

- A = SLOPES
- B = STREAMS AND WATERWAYS
- C = SURFACE DRAINAGEWAYS
- D = ENCLOSED DRAINAGE (INLET & OUTFALL CONTROL)
- E = LARGE FLAT SURFACE AREAS
- F = BORROW AND STOCKPILE AREAS
- G = DNRE PERMIT MAY BE REQUIRED

KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
1	 TURBIDITY CURTAIN	A Turbidity Curtain is used when slack water area is necessary to isolate construction activities from the watercourse. The still water area contains the sediments within the construction limits.		●					
2	 GRUBBING OMITTED	Retains existing root mat which assists in stabilizing slopes. Assists in the revegetation process by providing sprout growth. Reduces sheet flow velocities preventing rilling and gulying. Discourages off-road vehicle use.	●				●		
3	 PERMANENT/TEMPORARY SEEDING	Inexpensive but effective erosion control measure to stabilize flat areas and mild slopes. Permits runoff to infiltrate soil, reducing runoff volumes. Proper preparation of the seed bed, fertilizing, mulching and watering is critical to its success.	●		●		●	●	
4	 DUST CONTROL	Dust control can be accomplished by watering, and/or applying calcium chloride. The disturbed areas should be kept to a minimum. PERMANENT/TEMPORARY SEEDING (KEY 3) should be applied as soon as possible.	●				●	●	
5	 SODDING	Provides immediate vegetative cover such as at spillways and ditch bottoms. Proper preparation of the topsoil, placement of the sod, and watering is critical to its success.	●				●	●	
6	 VEGETATED BUFFER STRIPS	Reduces sheet flow velocities preventing rilling and gulying. Assists in the collection of sediments by filtering runoff. Assists in the establishment of a permanent vegetative cover.	●				●		

 PREPARED BY DESIGN DIVISION DRAWN BY: <u>B.L.T.</u> CHECKED BY: <u>W.K.P.</u>	DEPARTMENT DIRECTOR Kirk T. Steudle  APPROVED BY: _____ ENGINEER OF DELIVERY	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR <b>SOIL EROSION &amp; SEDIMENTATION CONTROL MEASURES</b>	
	APPROVED BY:  ENGINEER OF DEVELOPMENT	9-10-2010 F.H.W.A. APPROVAL	6-3-2010 PLAN DATE

KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
7	 <p>RIPRAP</p>	<p>Used where vegetation cannot be established. Very effective in protecting against high velocity flows. Should be placed over a geotextile liner.</p>	•	•	•	•			•
8	 <p>AGGREGATE COVER</p>	<p>Can be used in any area where a stable condition is needed for construction operations, equipment storage or in heavy traffic areas. Reduces potential soil erosion and fugitive dust by stabilizing raw areas.</p>	•				•	•	
9	 <p>BENCHES</p>	<p>Reduces sheet flow velocities preventing rilling and gulying. Assists in the collection and filtering of sediments. Provides access for stabilizing slopes.</p>	•					•	
10	 <p>DIVERSION DIKE</p>	<p>Assists in the diversion of runoff to a stable outlet or sediment control device. Reduces sheet flow velocities preventing rilling and gulying. Collects and diverts runoff to properly stabilized drainage ways. Works well with INTERCEPTING DITCH (KEY 11)</p>	•				•	•	
11	 <p>INTERCEPTING DITCH</p>	<p>Assists in the diversion of runoff to a stable outlet or sediment control device. Reduces sheet flow velocities preventing rilling and gulying. Works well with DIVERSION DIKE (KEY 10)</p>	•				•	•	
12	 <p>INTERCEPTING DITCH AND DIVERSION DIKE</p>	<p>Assists in the diversion of runoff to a stable outlet or sediment control device. Reduces sheet flow velocities preventing rilling and gulying.</p>	•				•	•	
13	 <p>GRAVEL FILTER BERM</p>	<p>Useful in filtering flow prior to its reentry into a lake, stream or wetland. Works well with SEDIMENT TRAP (KEY 20) and TEMPORARY BYPASS CHANNEL (KEY 35). Not to be used in lieu of a CHECK DAM (KEY 37) in a ditch.</p>	•		•			•	
14	 <p>GRAVEL ACCESS APPROACH</p>	<p>Provides a stable access to roadways minimizing fugitive dust and tracking of materials onto public streets and highways.</p>						•	•

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

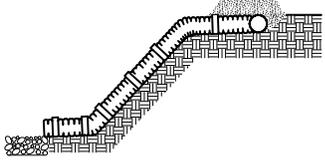
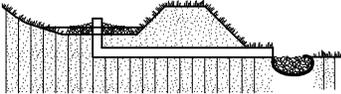
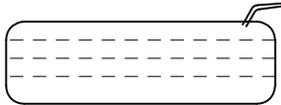
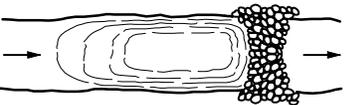
SOIL EROSION & SEDIMENTATION  
CONTROL MEASURES

9-10-2010  
F.H.W.A. APPROVAL

6-3-2010  
PLAN DATE

R-96-E

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KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
15	 <p>SLOPE DRAIN SURFACE</p>	<p>Excellent device for carrying water down slopes without creating an erosive condition.</p> <p>Generally used in conjunction with DIVERSION DIKE (KEY 10), INTERCEPTING DITCH (KEY 11) and INTERCEPTING DITCH AND DIVERSION DIKE (KEY 12) to direct flow to a stable discharge area or SEDIMENT TRAP (KEY 20).</p>		•		•			
16	 <p>TREES, SHRUBS AND PERENNIALS</p>	<p>Trees, shrubs and perennials can provide low maintenance long term erosion protection. These plants may be particularly useful where site aesthetics are important along the roadside slopes.</p>		•				•	
17	 <p>PIPE DROP</p>	<p>Effective way to allow water to drop in elevation very rapidly without causing an erosive condition.</p> <p>Also works as a sediment collector device.</p> <p>May be left in place as a permanent erosion control device.</p>		•		•			
18	 <p>DEWATERING WITH FILTER BAG</p>	<p>It may be necessary to dewater from behind a cofferdam or construction dam to create a dry work site.</p> <p>Discharged water must be pumped to a filter bag.</p> <p>A GRAVEL FILTER BERM (KEY 13) may be placed downslope of the filter bag to provide additional filtration prior to entering any stream or wetland.</p>			•				•
19	 <p>ENERGY DISSIPATORS</p>	<p>A device to prevent the erosive force of water from eroding soils.</p> <p>Used at outlets of culverts, drainage pipes or other conduits to reduce the velocity of the water.</p> <p>Prevents structure scouring and undermining.</p>		•	•	•	•		
20	 <p>SEDIMENT TRAP</p>	<p>Used to intercept concentrated flows and prevent sediments from being transported off site or into a watercourse or wetland.</p> <p>The size of a Sediment Trap is 5 cubic yards or less.</p> <p>Works well when used with CHECK DAM (KEY 37).</p>		•		•	•		
21	 <p>SEDIMENT BASIN</p>	<p>A Sediment Basin is used to trap sediments from an upstream construction site.</p> <p>Requires periodic inspections, repairs, and maintenance.</p> <p>Where practical, sediments should be contained on site.</p> <p>A Sediment Basin should be the last choice of sediment control.</p> <p>The size of a Sediment Basin is greater than 5 cubic yards.</p>			•				•
22	 <p>VEGETATIVE BUFFER AT WATERCOURSE</p>	<p>This practice is used to maintain a vegetative buffer adjacent to a watercourse.</p> <p>When utilized with SILT FENCE (KEY 26) it will, under normal circumstances, prevent sediment from leaving the construction site.</p>		•	•	•		•	•

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

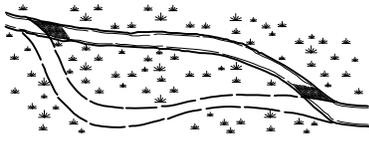
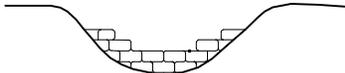
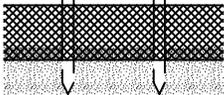
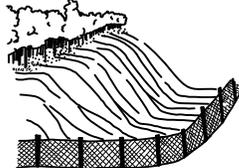
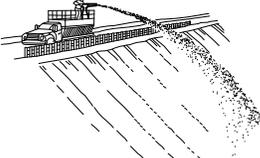
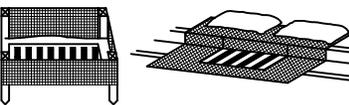
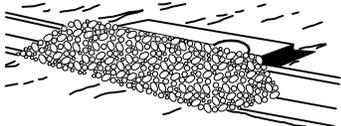
SOIL EROSION & SEDIMENTATION  
CONTROL MEASURES

9-10-2010  
F.H.W.A. APPROVAL

6-3-2010  
PLAN DATE

R-96-E

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KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
23	 <p><b>STREAM RELOCATION</b></p>	<p>A detail depicting the proper procedures for stream relocation. Maintains same width, depth, and flow velocity as the natural stream. Revegetate banks with PERMANENT/TEMPORARY SEEDING (KEY 3), MULCHING AND MULCH ANCHORING (KEY 28), MULCH BLANKETS AND HIGH VELOCITY MULCH BLANKETS (KEY 33) and woody plants to shade the stream.</p>		•					•
24	 <p><b>SAND AND STONE BAGS</b></p>	<p>Sand and stone bags are a useful tool in the prevention of erosion. Can be used to divert water around a construction site by creating a DIVERSION DIKE (KEY 10). Works well for creating a CONSTRUCTION DAM (KEY 36) and temporary culvert end fill.</p>	•	•	•	•	•	•	•
25	 <p><b>SAND FENCE AND DUNE STABILIZATION</b></p>	<p>A Sand Fence traps blowing sand by reducing wind velocities. Can be used to prevent sand from blowing onto roads. Must be maintained until sand source is stabilized.</p>	•				•	•	
26	 <p><b>SILT FENCE</b></p>	<p>A permeable barrier erected below disturbed areas to capture sediments from sheet flow. Can be used to divert small volumes of water to stable outlets. Ineffective as a filter and should never be placed across streams or ditches where flow is concentrated.</p>	•				•	•	
27	 <p><b>PLASTIC SHEETS OR GEOTEXTILE COVER</b></p>	<p>Plastic Sheets can be used to create a liner in temporary channels. Can also be used to create a temporary cover to prevent erosion of stockpiled materials.</p>	•	•	•			•	
28	 <p><b>MULCHING AND MULCH ANCHORING</b></p>	<p>Anchored mulch provides erosion protection against rain and wind. Mulch must be used on seeded areas to promote water retention and growth. Should be inspected after every rainstorm and repaired as necessary until vegetation is well established.</p>	•		•		•	•	
29	 <p><b>INLET PROTECTION FABRIC DROP</b></p>	<p>Provides settling and filtering of silt laden water prior to its entry into the drainage system. Can be used in median and side ditches where vegetation will be disturbed. Allows for early use of drainage systems prior to project completion.</p>			•		•		
30	 <p><b>INLET PROTECTION GEOTEXTILE AND STONE</b></p>	<p>Provides settling and filtering of silt laden water prior to its entry into the drainage system. Should be used in paved areas where drainage structures are existing or proposed. Allows for early use of drainage systems prior to project completion.</p>			•		•		

MICHIGAN DEPARTMENT OF TRANSPORTATION  
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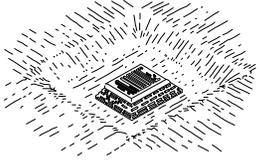
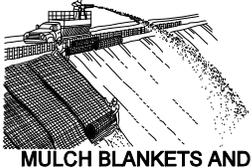
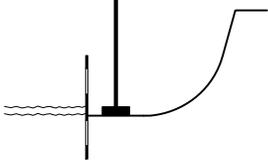
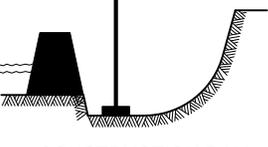
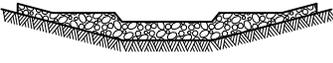
**SOIL EROSION & SEDIMENTATION  
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**R-96-E**

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KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
31	 INLET PROTECTION SEDIMENT TRAP	An Inlet Protection Sediment Trap is a temporary device that can be used in areas where medium flows are anticipated. Effective in trapping small quantities of sediments prior to water entering the drainage system. Can be used in areas such as median and side ditches.			•		•		
32	 SLOPE ROUGHENING AND SCARIFICATION	A simple and economical way to reduce soil erosion by wind and water. Can be accomplished by harrowing with a disk, back blading, or tracking with a dozer perpendicular to the slope.	•				•	•	
33	 MULCH BLANKETS AND HIGH VELOCITY MULCH BLANKETS	Mulch blankets provide an immediate and effective cover over raw erodible slopes affording excellent protection against rain and wind erosion. High velocity mulch blankets work well for stabilizing the bottom of ditches in waterways.	•		•		•	•	
34	 COFFERDAM	Used to create a dry construction area and protect the stream from raw erodible areas. Must be pumped dry or dewatered according to DEWATERING WITH FILTER BAG (KEY 18).		•					•
35	 TEMPORARY BYPASS CHANNEL	Utilized when a dry construction area is needed. Isolates stream flows from raw erodible areas minimizing erosion and subsequent siltation. Can incorporate SEDIMENT BASIN (KEY 21), CHECK DAM (KEY 37), and GRAVEL FILTER BERM (KEY 13) to remove sediments from water. Construction sequence of events may be necessary.			•				•
36	 CONSTRUCTION DAM	Used to create a dry or slack water area for construction. Isolates the stream from raw erodible areas. Can be created out of any non-erodible materials such as SAND AND STONE BAGS (KEY 24), a gravel dike with clay core or plastic liner, steel plates or plywood.			•				•
37	 CHECK DAM	Can be constructed across ditches or any area of concentrated flow. Protects vegetation in early stages of growth. A Check Dam is intended to reduce water velocities and capture sediment. A Check Dam is not a filtering device.	•		•			•	

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

SOIL EROSION & SEDIMENTATION  
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NOTES:

THIS STANDARD PLAN WILL SERVE AS A KEY IN THE SELECTION OF THE APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL DETAILS. THIS PLAN ALSO PROVIDES THE KEY TO THE NUMBERED EROSION CONTROL ITEMS SPECIFIED ON THE CONSTRUCTION PLANS. REFER TO THE MDOT SOIL EROSION & SEDIMENTATION CONTROL MANUAL, SECTION 6 FOR SPECIFIC DETAILS, CONTRACT ITEMS (PAY ITEMS), AND PAY UNITS.

COLLECTED SILT AND SEDIMENT SHALL BE REMOVED PERIODICALLY TO MAINTAIN THE EFFECTIVENESS OF THE SEDIMENT TRAP, SEDIMENT BASIN, AND SILT FENCE. AGGREGATES PLACED IN STREAMS SHOULD CONTAIN A MINIMUM OF FINES.

TEMPORARY EROSION AND SEDIMENTATION CONTROL PROVISIONS SHALL BE COORDINATED WITH THE PERMANENT CONTROL MEASURES TO ASSURE EFFECTIVE CONTROL OF SEDIMENTS DURING CONSTRUCTION OF THE PROJECT.

ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE REMOVED AFTER VEGETATION ESTABLISHMENT OR AT THE DISCRETION OF THE ENGINEER. CARE SHALL BE TAKEN DURING REMOVAL TO MINIMIZE SILTATION IN NEARBY DRAINAGE COURSES.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SOIL EROSION & SEDIMENTATION  
CONTROL MEASURES**

9-10-2010  
F.H.W.A. APPROVAL

6-3-2010  
PLAN DATE

**R-96-E**

SHEET  
6 OF 6

## SIGN MATERIAL SELECTION TABLE

SIGN SIZE	SIGN MATERIAL TYPE		
	TYPE I	TYPE II	TYPE III
≤ 36" X 36"		X	X
>36" X 36" ≤ 96" TO WIDE		X	
> 96" WIDE TO 144" WIDE	X	X	
> 144" WIDE	X		

TYPE I            ALUMINUM EXTRUSION  
 TYPE II          PLYWOOD  
 TYPE III        ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE I OR II SIGNS.  
 VERTICAL JOINTS ARE NOT PERMITTED.  
 HORIZONTAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

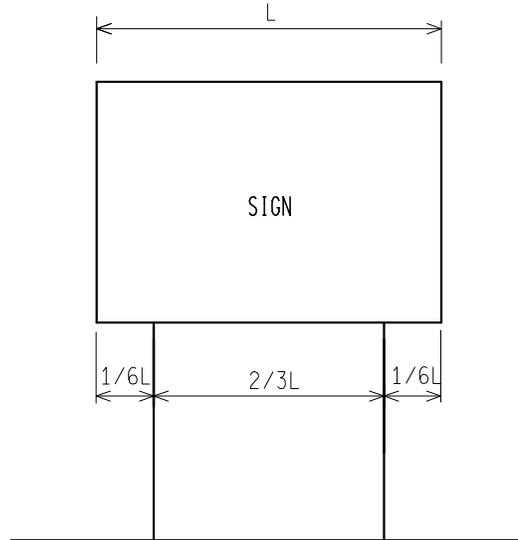
## POST SIZE REQUIREMENTS TABLE

SIGN AREA (ft <sup>2</sup> )	POST TYPE		
	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD
≤ 9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"

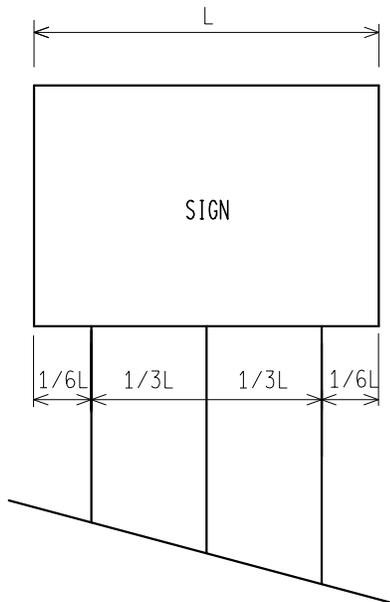
\*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.  
 SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD  
 POSTS DEPENDING ON AREA OF SIGN.  
 A MAXIMUM OF 2 POSTS WITHIN A 7' PATH IS PERMITTED.

  PREPARED BY DESIGN DIVISION	DEPARTMENT DIRECTOR Kirk T. Steudle  APPROVED BY: _____ DIRECTOR, BUREAU OF FIELD SERVICES	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR  <b>GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS</b>		
	DRAWN BY: <u>CON/ECH</u> CHECKED BY: <u>AUG</u>	APPROVED BY: _____ DIRECTOR, BUREAU OF DEVELOPMENT	_____ F.H.W.A. APPROVAL	<u>11/2/2017</u> PLAN DATE

## 2 POST SIGN SUPPORT SPACING



## 3 POST SIGN SUPPORT SPACING



\* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN

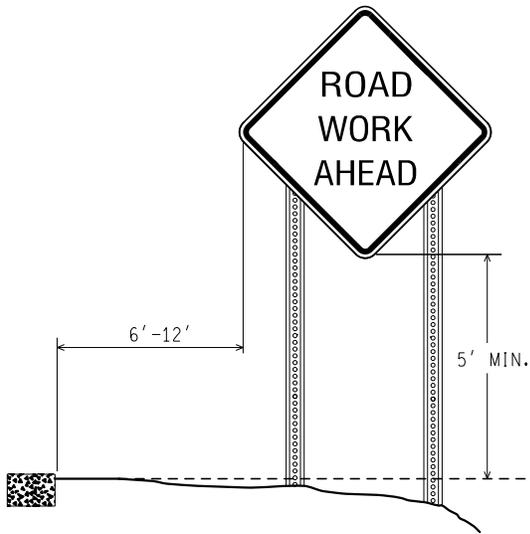
F.H.W.A. APPROVAL

11/2/2017  
PLAN DATE

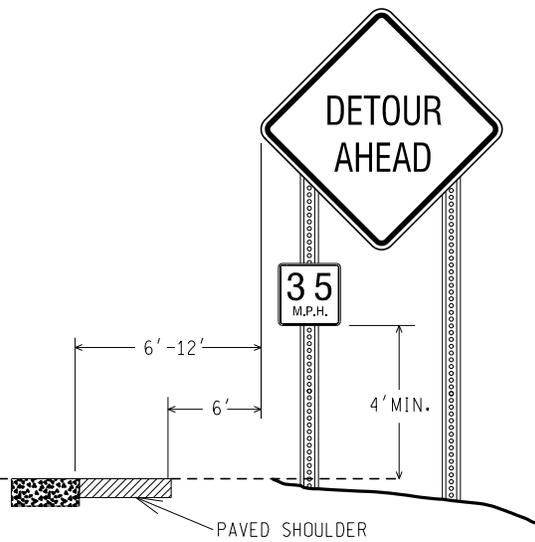
WZD-100-A

SHEET  
2 OF 11

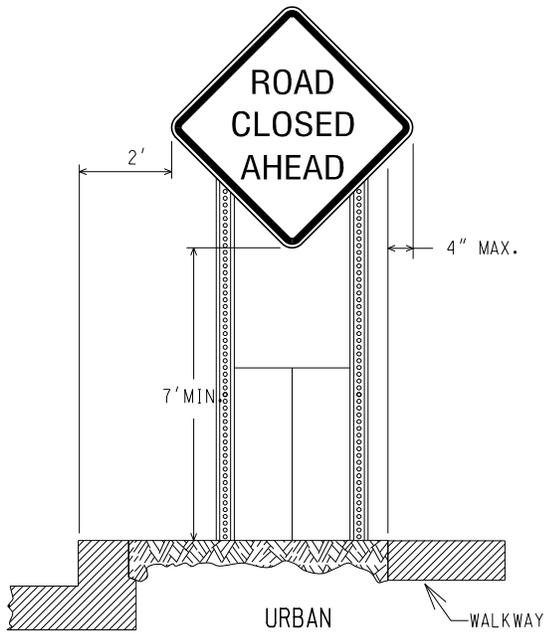
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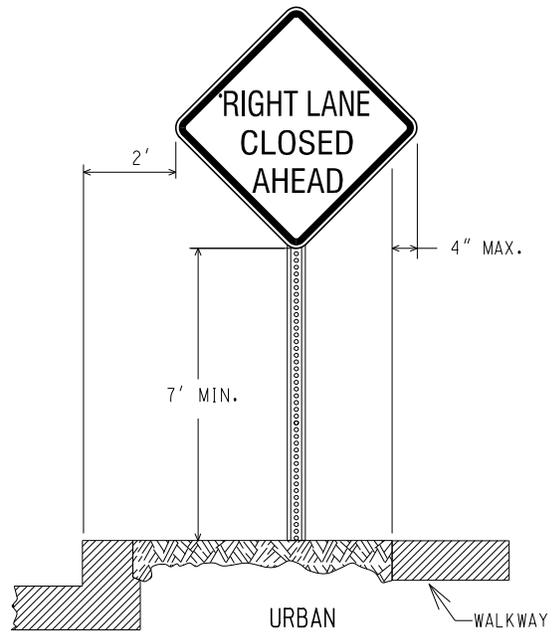
RURAL



RURAL WITH ADVISORY SPEED PLATE



(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)



(CURBED AREAS OR WHERE WALKWAYS ARE PRESENT)

BOTTOM HEIGHT AND OFFSET

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN

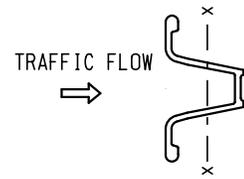
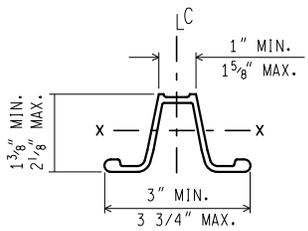
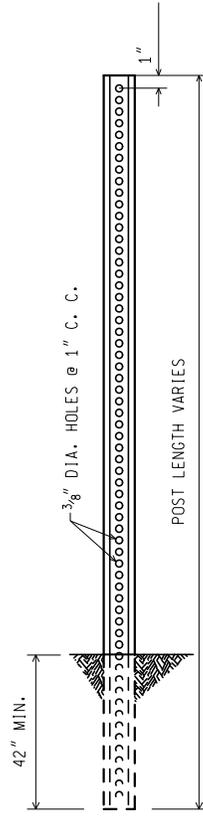
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11/2/2017  
PLAN DATE

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SHEET  
3 OF 11

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WEIGHT = 3 lbs/ft  
 SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

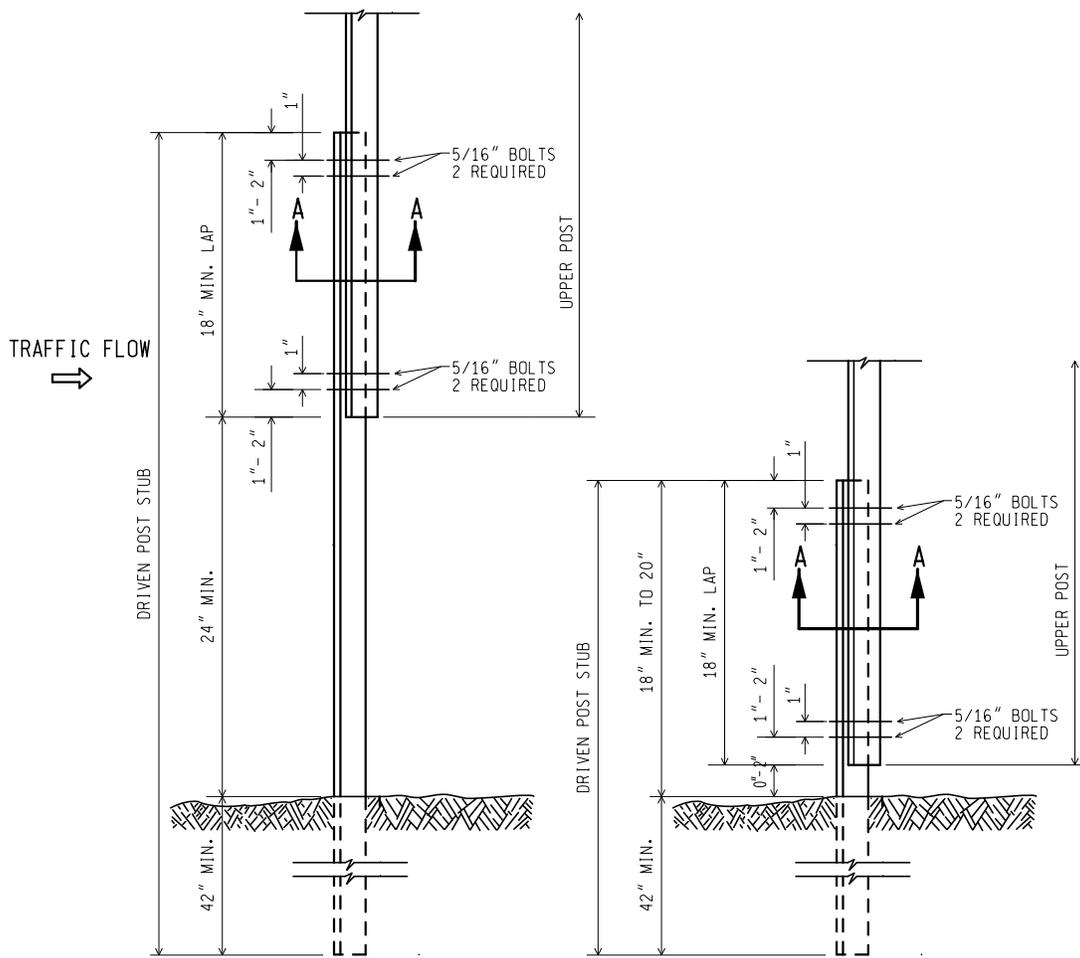
**3 lb. U - CHANNEL STEEL POST**  
 (NO SPLICE)

MOUNT SIGN ON OPEN FACE OF  
 U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 4 OF 11
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UPPER SPLICE

LOWER SPLICE

3 lb. U - CHANNEL STEEL POST  
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF  
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN

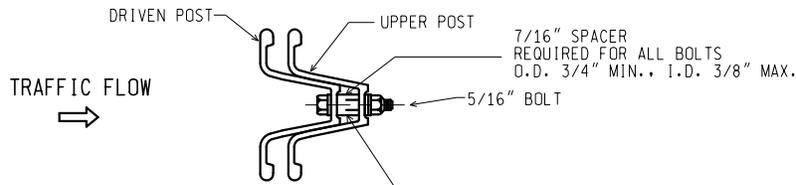
F.H.W.A. APPROVAL

11/2/2017  
PLAN DATE

WZD-100-A

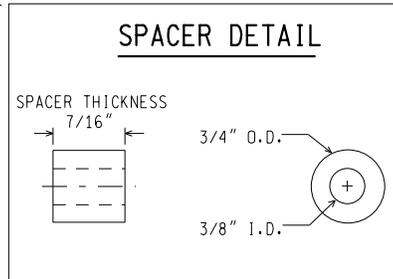
SHEET  
5 OF 11

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SECTION A-A

7/16" SPACER  
 REQUIRED FOR ALL BOLTS  
 O.D. 3/4" MIN., I.D. 3/8" MAX.



NOTES:

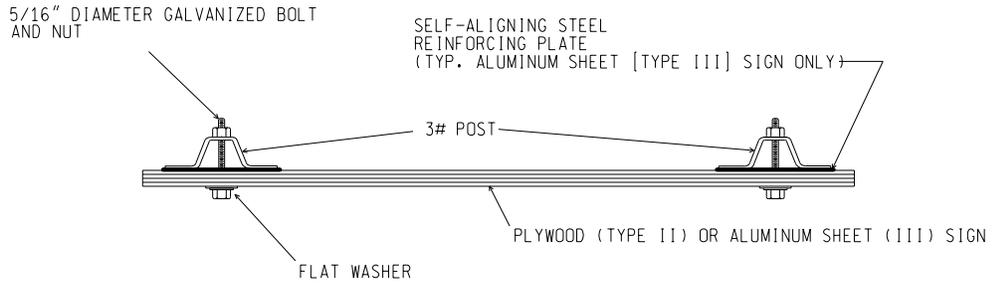
1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.
2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" TO 2" FROM THE END OF THE LAP.
3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.
4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.
5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 lb. U - CHANNEL STEEL POST  
 (WITH SPLICE)

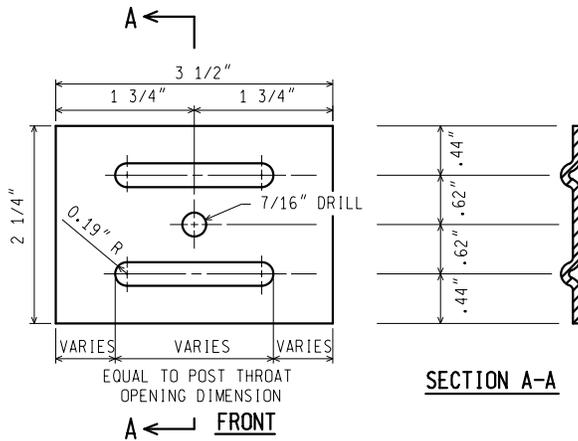
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 6 OF 11
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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

1. MATERIAL: 12 GAUGE CARBON STEEL.
2. TOLERANCE ON ALL DIMENSIONS  $\pm 0.0625"$
3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

STEEL SIGN REINFORCING PLATE  
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN

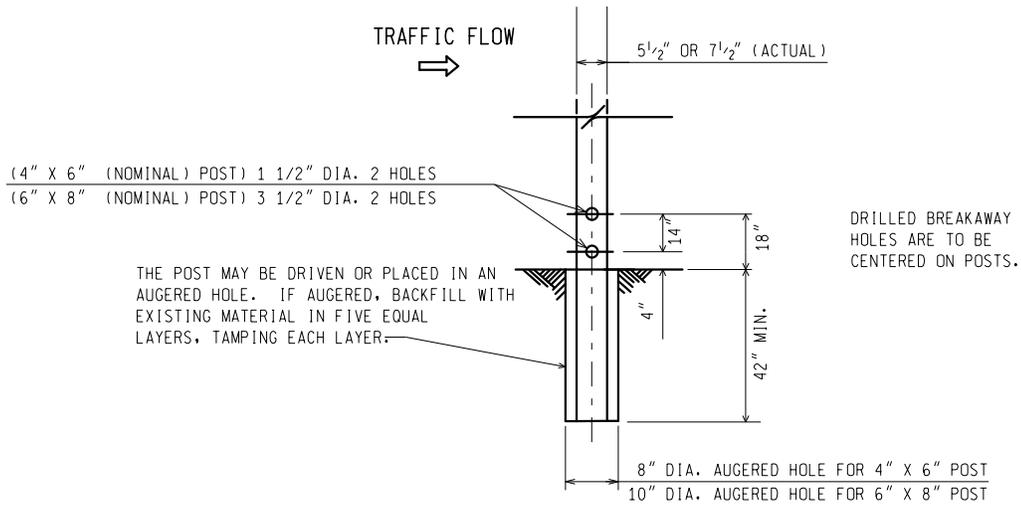
F.H.W.A. APPROVAL

11/2/2017  
 PLAN DATE

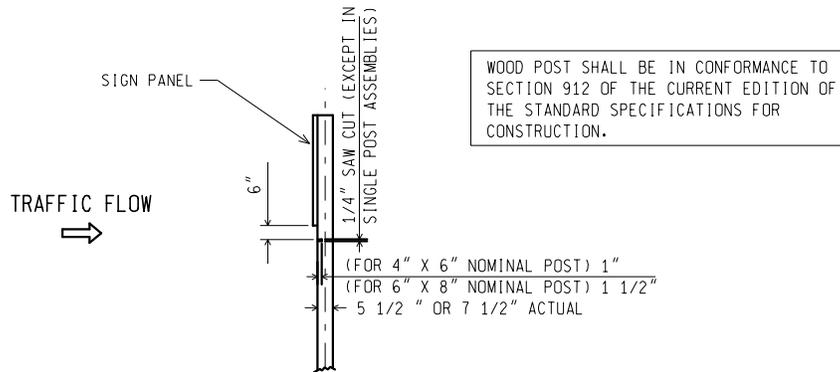
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WOOD POST BREAKAWAY HOLES/  
 DIRECT EMBEDMENT DETAILS



SAW CUT DETAIL  
 (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN

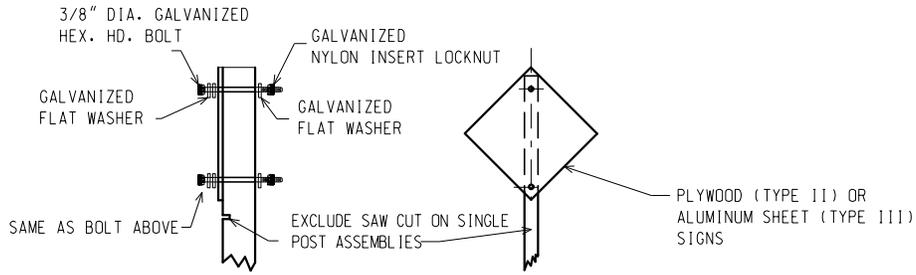
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11/2/2017  
 PLAN DATE

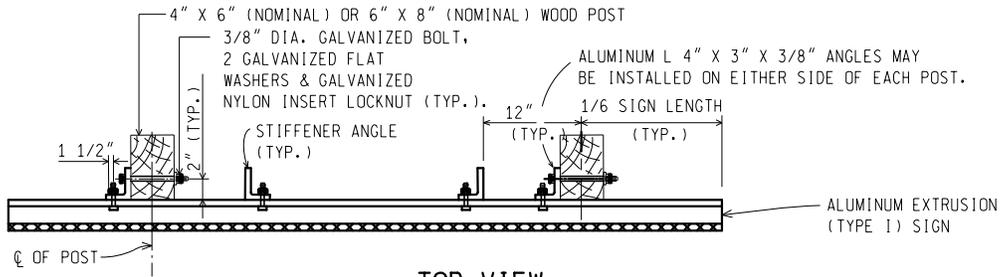
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SHEET  
 8 OF 11

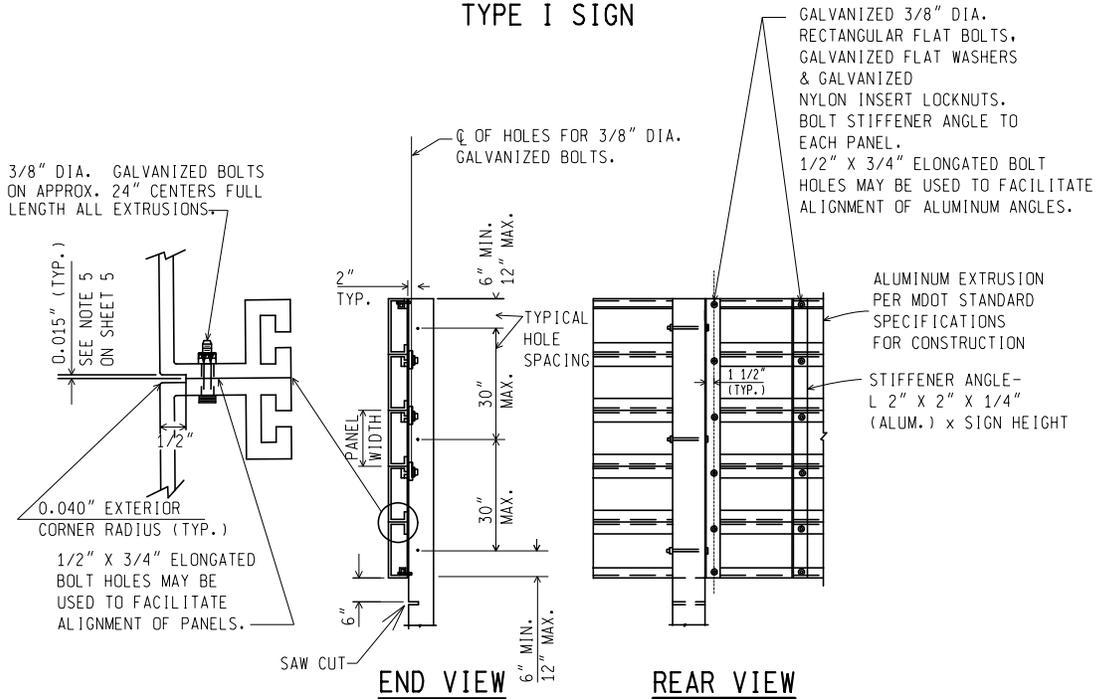
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



**TYPE II AND TYPE III SIGNS**



**TOP VIEW  
TYPE I SIGN**



**TYPE I SIGN - ERECTION DETAILS**

**WOOD POST CONNECTIONS**

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN

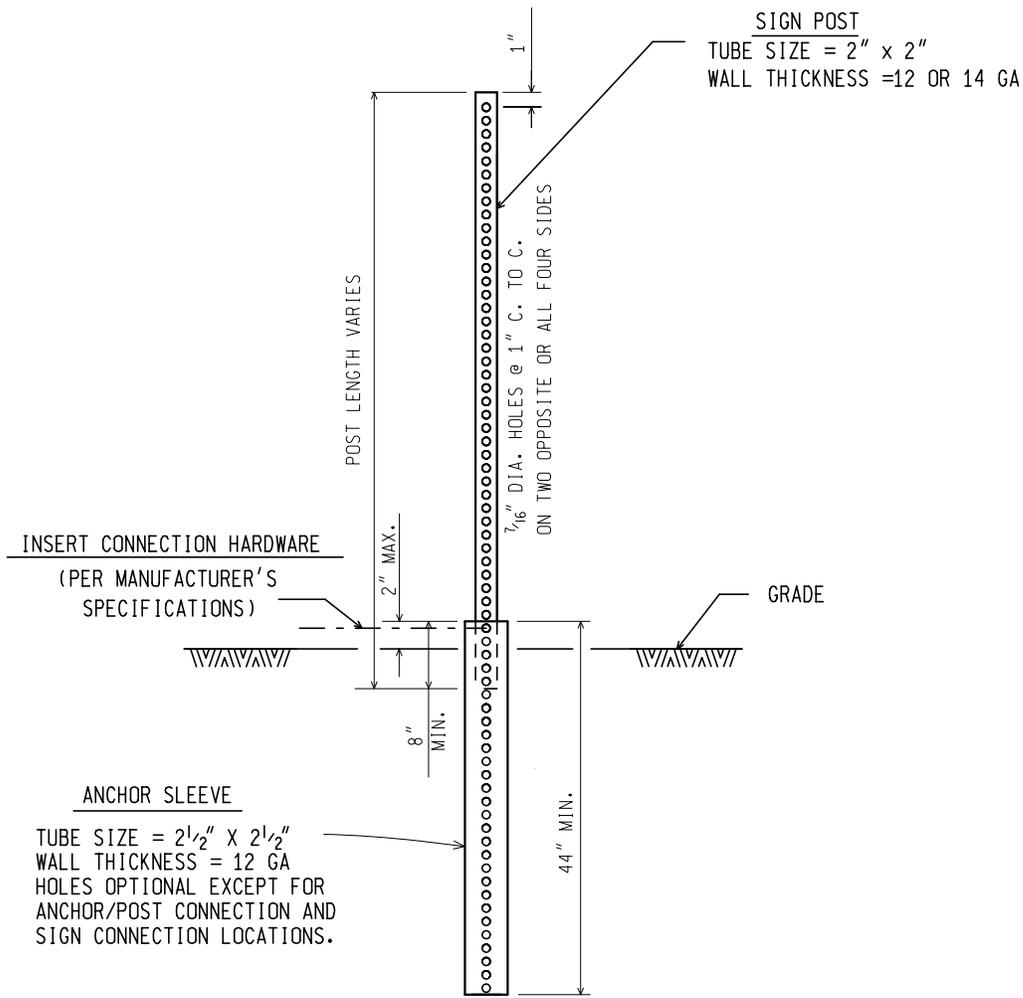
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11/2/2017  
PLAN DATE

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SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 10 OF 11
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GENERAL NOTES:

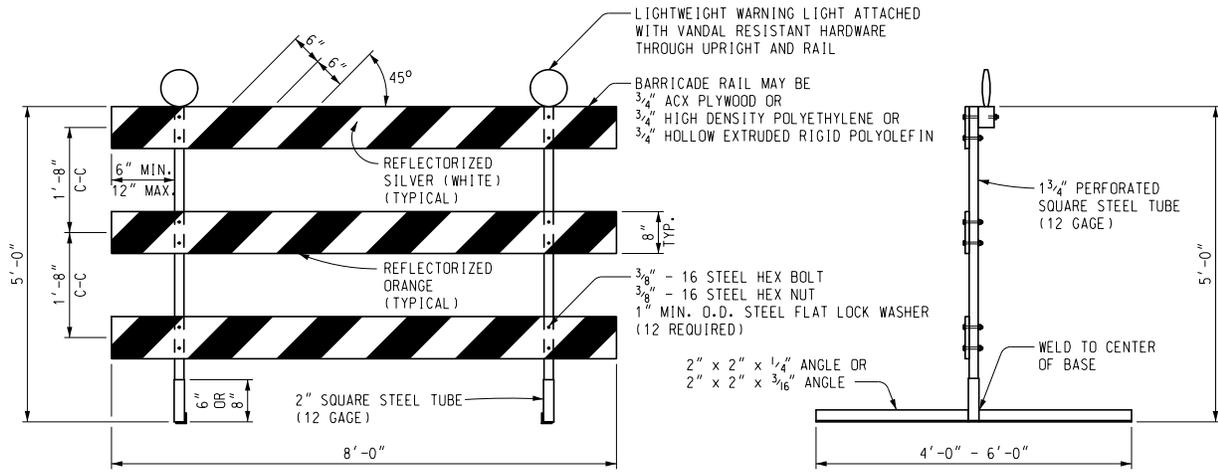
1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
4. BRACING OF POST IS NOT PERMITTED.
5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.
14. TEMPORARY WOOD SUPPORTS DO NOT REQUIRE PRESERVATIVE TREATMENT.

NOT TO SCALE

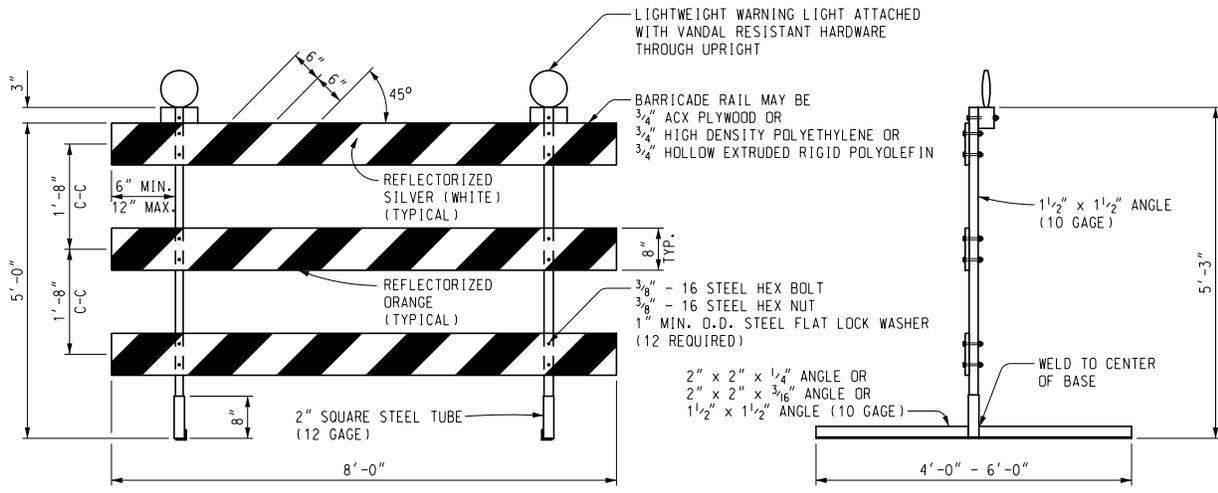
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN	F.H.W.A. APPROVAL	11/2/2017 PLAN DATE	WZD-100-A	SHEET 11 OF 11
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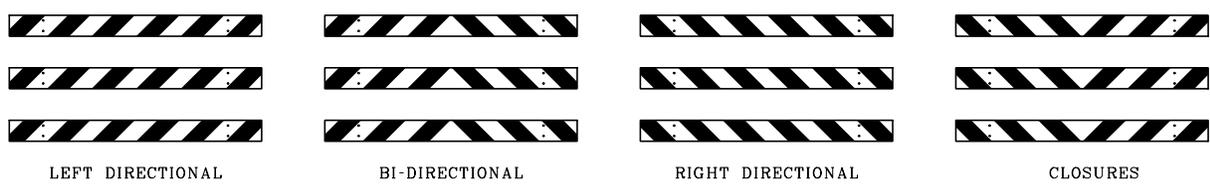




FRONT ELEVATION SIDE VIEW  
**PERFORATED SQUARE STEEL TUBE OPTION**



FRONT ELEVATION SIDE VIEW  
**ANGLE IRON OPTION**



**BARRICADE RAIL SHEETING OPTIONS  
 TYPE III BARRICADES**

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/wzd.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm)

**MDOT**  
 Michigan Department of Transportation

PREPARED BY  
 OPERATIONS  
 FIELD SERVICES

DRAWN BY: ECH

CHECKED BY: MWB

DEPARTMENT DIRECTOR  
 Paul C. Ajegba

APPROVED BY: \_\_\_\_\_  
 DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_  
 (SPECIAL DETAIL)  
 DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT

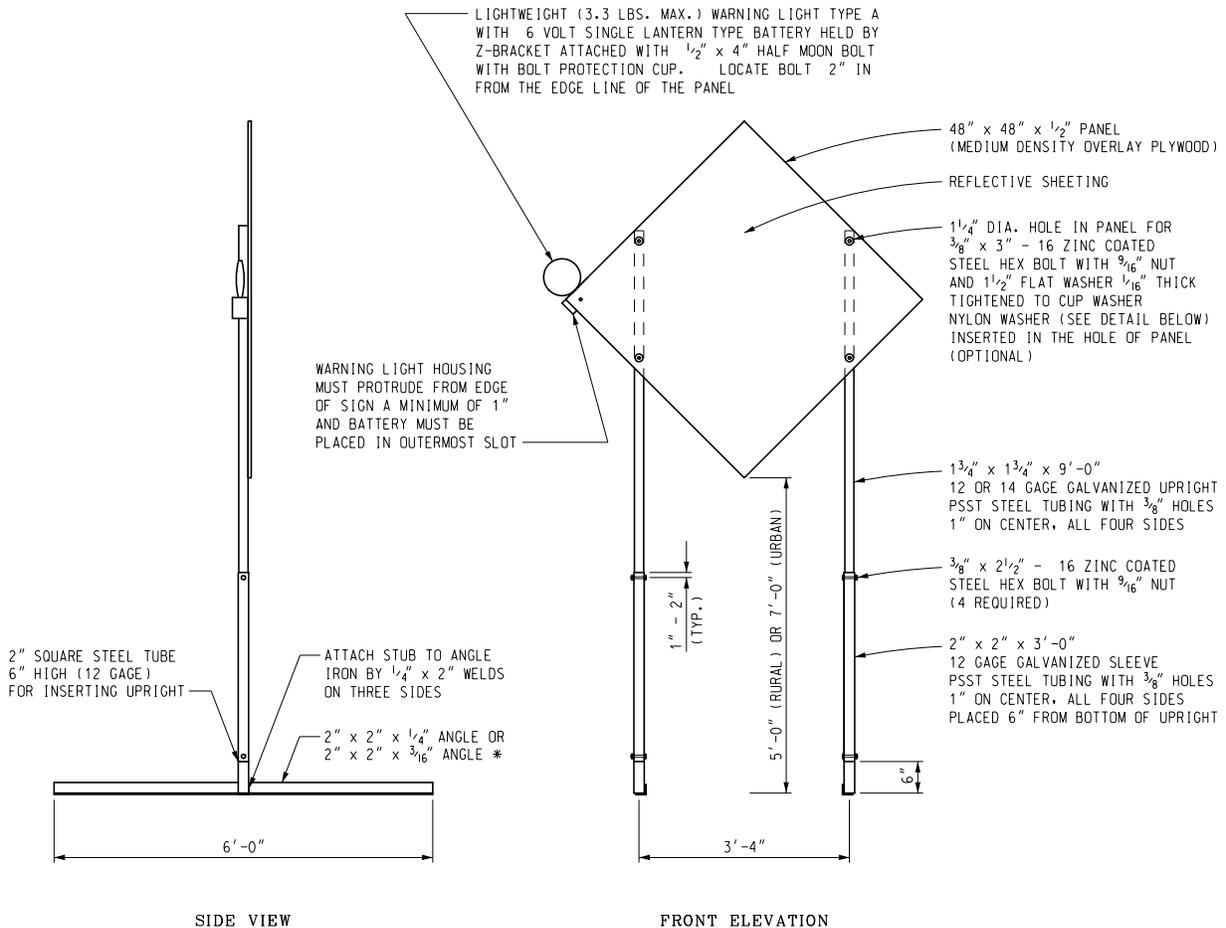
MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF FIELD SERVICES SPECIAL DETAIL FOR

Temporary  
 Traffic Control Devices

6/16/22  
 PLAN DATE

WZD-125-E

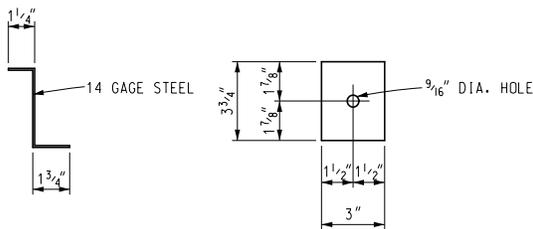
SHEET 1 OF 3



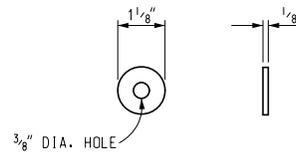
### TEMPORARY SIGN SUPPORT

(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

\* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END. UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL



OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/wzd.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm)

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF FIELD SERVICES SPECIAL DETAIL

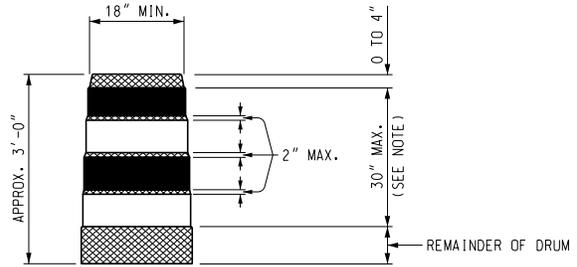
SPECIAL DETAIL  
F.H.W.A. APPROVAL

6/16/22  
PLAN DATE

WZD-125-E

SHEET  
2 OF 3

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- REFLECTORIZED ORANGE
- REFLECTORIZED WHITE
- NON REFLECTORIZED ORANGE

NOTE:  
 DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH, ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

### PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARRICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMPORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL	(SPECIAL DETAIL) F.H.W.A. APPROVAL	6/16/22 PLAN DATE	WZD-125-E	SHEET 3 OF 3
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## **APPENDIX D**

### **Davis Bacon Act Contract Clauses and Wage Decision**



## Davis-Bacon Act Required Contract Clauses

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation ([48 CFR chapter 1](#))) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages** —

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**(iii) Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage

determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## (2) **Withholding** —

(i) **Withholding requirements.** The United States Fish and Wildlife Service may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the United States Fish and Wildlife Service may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**(3) Records and certified payrolls —**

**(i) Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**(ii) Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the United States Fish and Wildlife Service if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the United States Fish and Wildlife

Service. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the United States Fish and Wildlife Service or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the United States Fish and Wildlife Service or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the United States Fish and Wildlife Service if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request,

provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the United States Fish and Wildlife Service, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**(4) *Apprentices and equal employment opportunity* —**

**(i) *Apprentices* —**

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the United States Fish and Wildlife Service may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The United States Fish and Wildlife Service may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by

the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the United States Fish and Wildlife Service and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.



"General Decision Number: MI20260001 01/09/2026

Superseded General Decision Number: MI20250001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

\* CARP0004-004 06/01/2025

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 35.57	21.54
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\* CARP0004-005 06/01/2025

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 41.37	28.69
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ELEC0017-005 06/01/2025

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 33.32	33%+7.40
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers.	\$ 49.26	33%+7.40
Journeyman Specialist.....	\$ 56.65	33%+7.40
Operator A.....	\$ 41.71	33%+7.40
Operator B.....	\$ 38.98	33%+7.40

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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 ENGI0324-003 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 55.42	28.25
GROUP 2.....	\$ 56.42	28.25
GROUP 3.....	\$ 53.92	28.25
GROUP 4.....	\$ 54.92	28.25
GROUP 5.....	\$ 52.42	28.25
GROUP 6.....	\$ 53.42	28.25
GROUP 7.....	\$ 52.15	28.25
GROUP 8.....	\$ 53.15	28.25
GROUP 9.....	\$ 51.70	28.25
GROUP 10.....	\$ 52.70	28.25
GROUP 11.....	\$ 50.97	28.25
GROUP 12.....	\$ 51.97	28.25
GROUP 13.....	\$ 50.61	28.25
GROUP 14.....	\$ 51.61	28.25
GROUP 15.....	\$ 49.97	28.25
GROUP 16.....	\$ 46.77	28.25
GROUP 17.....	\$ 32.29	15.40
GROUP 18.....	\$ 35.78	28.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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ENGI0324-004 06/01/2025

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 55.02	28.25
GROUP 2.....	\$ 52.15	28.25
GROUP 3.....	\$ 50.61	28.25
GROUP 4.....	\$ 46.77	28.25
GROUP 5.....	\$ 32.29	15.40
GROUP 6.....	\$ 35.78	28.25
AREA 2		
GROUP 1.....	\$ 55.02	28.25
GROUP 2.....	\$ 52.15	28.25
GROUP 3.....	\$ 50.61	28.25
GROUP 4.....	\$ 46.77	28.25
GROUP 5.....	\$ 32.29	15.40
GROUP 6.....	\$ 35.78	28.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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 ENGI0324-005 09/01/2025

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

OPERATOR: Power Equipment  
 (Underground construction  
 (including sewer))

AREA 1:		
GROUP 1.....	\$ 45.98	25.25
GROUP 2.....	\$ 41.25	25.25
GROUP 3.....	\$ 40.52	25.25
GROUP 4.....	\$ 39.95	25.25
GROUP 5.....	\$ 30.35	12.10
AREA 2:		
GROUP 1.....	\$ 45.98	25.25
GROUP 2.....	\$ 41.25	25.25
GROUP 3.....	\$ 40.52	25.25
GROUP 4.....	\$ 39.95	25.25
GROUP 5.....	\$ 30.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN,

CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 46.21	25.25
GROUP 2.....	\$ 45.06	25.25
GROUP 3.....	\$ 38.33	25.25
GROUP 4.....	\$ 37.77	25.25

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt planner (self- propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator

(40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator \*under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid steer.

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 ENGI0324-007 05/01/2025

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 43.30	25.00
Crane operator, main boom & jib 120' or longer.....	\$ 49.77	25.00
Crane operator, main boom & jib 140' or longer.....	\$ 50.07	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 50.66	25.00
Mechanic with truck and tools.....	\$ 48.90	25.00
Oiler and fireman.....	\$ 41.76	25.00
Regular operator.....	\$ 47.12	25.00

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ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 37.37	15.44
GROUP 2.....	\$ 35.33	15.44

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,  
including remote in-ground cutter and other equipment used  
in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation  
systems, water jetters and vacuum and mechanical debris  
removal systems

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ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 39.78	25.25
GROUP 2.....	\$ 36.05	25.25

SCOPE OF WORK: The construction, installation, treating and  
reconditioning of pipelines transporting gas vapors within  
cities, towns, subdivisions, suburban areas, or within  
private property boundaries, up to and including private

meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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 IRON0008-007 06/01/2024

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 39.91	32.32
General contracts less than \$10,000,000.....	\$ 39.91	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0025-002 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEAW, OSCODA, OTSEGO, PRESQUE ISLE,

ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA,  
 WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:..\$	28.80	27.43
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...\$	30.02	28.13
IRONWORKER		
Ornamental and Structural...\$	36.55	35.93
Reinforcing.....\$	36.55	32.87

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 IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engined metal buildings.....\$	23.59	19.35
All other work.....\$	33.00	27.20

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 IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building		

erector).....\$ 31.75 22.84

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 LAB00005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST.		

JOSEPH AND VAN BUREN COUNTIES

- Zone 9)

Levels A, B or C.....\$ 21.88 13.26

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80 12.90

Laborers - hazardous waste  
abatement: (ARENAC, BAY,  
CLARE, GLADWIN, GRATIOT,  
HURON, ISABELLA, MIDLAND,  
OGEMAW, ROSCOMMON, SAGINAW

AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....\$ 23.74 12.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80 12.90

Laborers - hazardous waste  
abatement: (CLINTON, EATON  
AND INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
LIVINGSTON COUNTY (west of  
Oak Grove Rd., including the  
City of Howell) - Zone 6)

Levels A, B or C.....\$ 26.33 12.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.64 12.90

Laborers - hazardous waste  
abatement: (GENESEE, LAPEER  
AND SHIAWASSEE COUNTIES -  
Zone 7)

Levels A, B or C.....\$ 24.20 13.80

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 23.20 13.80

Laborers - hazardous waste  
abatement: (HILLSDALE,  
JACKSON AND LENAWEЕ COUNTIES

- Zone 4)		
Levels A, B or C.....	\$ 27.13	14.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....	\$ 29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....	\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....	\$ 29.93	16.90
Work performed in		

conjunction with site  
 preparation not requiring  
 the use of personal  
 protective equipment;  
 Also, Level D.....\$ 28.93                      16.90  
 Laborers - hazardous waste  
 abatement: (SANILAC AND ST.  
 CLAIR COUNTIES - Zone 5)  
 Levels A, B or C.....\$ 26.21                      16.62  
 Work performed in  
 conjunction with site  
 preparation not requiring  
 the use of personal  
 protective equipment;  
 Also, Level D.....\$ 24.75                      16.35

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 LAB00259-001 09/01/2025

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES  
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
 JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
 WASHTENAW AND WEXFORD COUNTIES

Rates                      Fringes

Laborers - tunnel, shaft and  
 caisson:

AREA 1		
GROUP 1.....	\$ 30.13	22.75
GROUP 2.....	\$ 32.13	22.75
GROUP 3.....	\$ 28.13	22.75
GROUP 4.....	\$ 23.97	16.93
GROUP 5.....	\$ 24.22	16.93
GROUP 6.....	\$ 24.55	16.93
GROUP 7.....	\$ 17.83	16.93
AREA 2		
GROUP 1.....	\$ 32.13	17.95
GROUP 2.....	\$ 34.40	17.95
GROUP 3.....	\$ 28.00	17.45

GROUP 4.....	\$ 29.57	16.93
GROUP 5.....	\$ 25.76	16.93
GROUP 6.....	\$ 26.07	16.93
GROUP 7.....	\$ 25.57	16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tigger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00334-001 09/01/2025

Rates Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND  
AND WAYNE COUNTIES:

GROUP 1.....	\$ 29.98	22.75
GROUP 2.....	\$ 31.98	22.75
GROUP 3.....	\$ 28.14	22.75
GROUP 4.....	\$ 23.71	16.72
GROUP 5.....	\$ 24.17	16.72
GROUP 6.....	\$ 22.00	16.72
GROUP 7.....	\$ 17.84	16.72

ZONE 2 - LIVINGSTON COUNTY  
(east of M-151 (Oak Grove  
Rd.)); MONROE AND  
WASHTENAW COUNTIES:

GROUP 1.....	\$ 32.10	17.45
GROUP 2.....	\$ 34.10	17.45
GROUP 3.....	\$ 30.10	17.45
GROUP 4.....	\$ 25.10	16.72
GROUP 5.....	\$ 25.25	16.72
GROUP 6.....	\$ 22.55	16.72
GROUP 7.....	\$ 22.11	16.72

ZONE 3 - CLINTON, EATON,  
GENESEE, HILLSDALE AND  
INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
JACKSON, LAPEER AND  
LENAWEE COUNTIES;  
LIVINGSTON COUNTY (west of  
M-151 Oak Grove Rd.);  
SANILAC, ST. CLAIR AND  
SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 30.29	17.45
GROUP 2.....	\$ 32.29	17.45
GROUP 3.....	\$ 28.29	17.45
GROUP 4.....	\$ 23.30	16.72
GROUP 5.....	\$ 23.44	16.72
GROUP 6.....	\$ 20.74	16.72
GROUP 7.....	\$ 22.23	16.72

ZONE 4 - ALCONA, ALLEGAN,  
ALPENA, ANTRIM, ARENAC,  
BARRY, BAY, BENZIE,  
BERRIEN, BRANCH,  
CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CLARE,  
CRAWFORD, EMMET,  
GLADWIN, GRAND TRAVERSE,  
GRATIOT AND HURON  
COUNTIES; IONIA COUNTY  
(EXCEPT THE CITY OF

PORTLAND); IOSCO,  
 ISABELLA, KALAMAZOO,  
 KALKASKA, KENT,  
 LAKE, LEELANAU, MANISTEE,  
 MASON, MECOSTA, MIDLAND,  
 MISSAUKEE, MONTCALM,  
 MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW,  
 OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, ST.  
 JOSEPH, TUSCOLA, VAN BUREN

AND WEXFORD COUNTIES:

GROUP 1.....	\$ 28.72	18.45
GROUP 2.....	\$ 30.72	18.45
GROUP 3.....	\$ 26.72	18.45
GROUP 4.....	\$ 22.33	16.72
GROUP 5.....	\$ 22.45	16.72
GROUP 6.....	\$ 19.67	16.72
GROUP 7.....	\$ 22.30	16.72

ZONE 5 - ALGER, BARAGA,  
 CHIPPEWA, DELTA,  
 DICKINSON, GOGEBIC,  
 HOUGHTON, IRON,  
 KEWEENAW, LUCE, MACKINAC,  
 MARQUETTE, MENOMINEE,  
 ONTONAGON AND SCHOOLCRAFT  
 COUNTIES:

GROUP 1.....	\$ 29.98	22.75
GROUP 2.....	\$ 30.09	19.45
GROUP 3.....	\$ 26.09	19.45
GROUP 4.....	\$ 22.56	16.72
GROUP 5.....	\$ 22.64	16.72
GROUP 6.....	\$ 19.99	16.72
GROUP 7.....	\$ 22.45	16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers,

docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00465-001 06/01/2025

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE

COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 35.51	14.45
GROUP 2.....	\$ 31.96	14.45
GROUP 3.....	\$ 35.82	14.45
GROUP 4.....	\$ 35.90	14.45
GROUP 5.....	\$ 36.11	14.45
GROUP 6.....	\$ 36.41	14.45
LABORER (AREA 2)		
GROUP 1.....	\$ 33.37	14.45
GROUP 2.....	\$ 30.03	14.45
GROUP 3.....	\$ 33.81	14.45
GROUP 4.....	\$ 34.16	14.45
GROUP 5.....	\$ 34.03	14.45
GROUP 6.....	\$ 34.37	14.45
LABORER (AREA 3)		
GROUP 1.....	\$ 32.62	14.45
GROUP 2.....	\$ 33.83	14.45
GROUP 3.....	\$ 33.12	14.45
GROUP 4.....	\$ 33.56	14.45
GROUP 5.....	\$ 33.18	14.45
GROUP 6.....	\$ 33.61	14.45
LABORER (AREA 4)		
GROUP 1.....	\$ 33.52	13.45
GROUP 2.....	\$ 33.73	13.45
GROUP 3.....	\$ 34.02	13.45
GROUP 4.....	\$ 34.46	13.45
GROUP 5.....	\$ 34.08	13.45
GROUP 6.....	\$ 34.51	13.45

## LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing,(other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LAB01076-005 04/01/2025

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 28.41	13.45
Zone 2.....	\$ 24.55	13.45
Zone 3.....	\$ 23.55	13.45
Zone 4.....	\$ 22.92	13.45
Zone 5.....	\$ 22.95	13.45

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

- Zone 1 - Macomb, Oakland and Wayne
- Zone 2 - Monroe and Washtenaw
- Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
- Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
- Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on

off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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 PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

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 PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
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PAINTER.....\$ 25.49 13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

Rates Fringes

PAINTER.....\$ 25.49 13.74

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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

Rates Fringes

PAINTER.....\$ 25.49 13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

Rates Fringes

PAINTER.....\$ 24.66 14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,  
SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.  
Work with any hazardous material: \$1.00 per hour  
additional. Sandblasting, steam cleaning and acid cleaning:  
\$1.00 per hour additional. Ladder work at or above 40 ft.,  
scaffold work at or above 40 ft., swing stage, boatswain  
chair, window jacks and all work performed over a falling  
height of 40 ft.: \$1.00 per hour additional. Spray gun  
work, pick pullers and those handling needles, blowing off  
by air pressure, and any person rigging (setting up and  
moving off the ground): \$1.00 per hour additional.  
Steeplejack, tanks, gas holders, stacks, flag poles, radio  
towers and beacons, power line towers, bridges, etc.: \$1.00  
per hour additional, paid from the ground up.

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PAIN1803-003 06/01/2025

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,  
GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE,  
MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;  
OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE  
ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		

Work performed on water,  
bridges over water or  
moving traffic, radio and  
powerline towers, elevated  
tanks, steeples, smoke  
stacks over 40 ft. of  
falling heights, recovery  
of lead-based paints and  
any work associated with  
industrial plants, except

maintenance of industrial plants.....	\$ 29.23	19.11
All other work, including maintenance of industrial plant.....	\$ 29.35	19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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 PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 33.00	18.51
ZONE 2.....	\$ 31.50	18.51

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 PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,

MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
 MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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 TEAM0007-004 06/01/2025

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
 ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
 CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW  
 AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 33.55	.75 + a+b
Trucks under 8 cu. yds.....	\$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and over.....	\$ 33.40	.75 + a+b
AREA 2		
Euclids, double bottoms and lowboys.....	\$ 33.65	.75 + a+b
Trucks under 8 cu. yds.....	\$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and		

over.....\$ 33.50 .75 + a+b

Footnote:

a. \$470.70 per week

b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing,  
grading, sewers, utilities and improvements; also including  
but not limited to, tunnels, underground piping, retention,  
oxidation, flocculation facilities, conduits, general  
excavation and steel sheeting for underground construction.  
Underground construction work shall not include any  
structural modifications, alterations, additions and  
repairs to buildings or highway work, including roads,  
streets, bridge construction and parking lots or steel  
erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8  
cubic yards capacity or over, pole trailers, semis, low  
boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards  
capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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SUMI2002-001 05/01/2002

	Rates	Fringes
FLAG PERSON.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 26.63	14.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 25.03	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 35.51	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 31.96	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 33.37	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 30.03	14.45

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on

a wage determination matter  
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"