AGENDA

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, August 26, 2024

7:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE VILLAGE COUNCIL: Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Presentations**
5. **Call to the Public**
6. **Consent Agenda**

   All items on the Consent Agenda are approved by one vote.

   A. Approval of Village Council Regular Meeting Minutes of August 12, 2024

   B. Receive and File of Planning Commission Regular Meeting Minutes of July 1, 2024

   C. Receive and File of Downtown Development Authority Board Regular Meeting Minutes of July 16, 2024

   D. Receive and File of Parks and Recreation Advisory Committee Regular Meeting Minutes of July 23, 2024

7. **Items Removed from the Consent Agenda**
8. **Approval of Agenda**

   By order of the President/Chair, no matters will be discussed after 10:30 p.m., unless council/board/commission votes to continue the meeting.

9. **Public Hearings**

10. **Financial Matters**

    A. Invoice Approval- August 26, 2024

11. **Other Items**

    A. Approval of Project – Sanitary Sewer Pump Stations Improvement Project Phase I

    B. Park Avenue Retaining Wall Replacement Project

    C. Placemaking and Public Spaces Program Agreement for Local Fiscal Recovery Fund Distribution - DDA

    D. Amendments to Mobile Food Establishments Ordinance – Second Reading and Adoption

    E. Amendment to Commercial Vehicles Ordinance – Second Reading and Adoption

12. **Call to the Public**

13. **Council Comments**

14. **Village Manager Comments**

15. **Closed Session Items**

16. **Business From Closed Session**

17. **Adjournment**

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC: Approval of Village Council Regular Meeting Minutes of August 12, 2024

RECOMMENDED MOTION: To approve the August 12, 2024 Village Council Regular Meeting Minutes, as presented.

MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, August 12, 2024

7:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The August 12th, 2024 Village Council Regular Meeting was called to order at 7:30 PM.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT
President Jerry Narsh
President Pro Tem Teresa Rutt
Council member Carl Cyrowski
Council member Nancy Moshier
Council member Kenneth Van Portfliet
Council member Stan Ford
Council member Michael Lamb

STAFF PRESENT
Village Manager Darwin McClary
DPW Director Wes Sanchez
Police Chief Mark Amundson
DDA Executive Director Matthew Gibb
DDA Assistant Director Janet Bloom
Deputy Clerk/Treasurer Lynsey Blough

Some board members of the Downtown Development Authority were also in attendance.

4. Presentations

A. Introduction of new Police Chief Mark Amundson

Village Manager McClary officially introduced and welcomed mark Amundson as the new Police Chief of the Village of Lake Orion Police Department. Chief Amundson holds a Bachelor of Arts in Criminal Justice from the University of Las Vegas. He has managed high-profile events including Las Vegas Strip NYE, Super Bowl 58, Formula 1 Grand Prix, Las Vegas Raiders games, large stadium concerts, and US President visit protection details and has experience with top-secret Department of Justice clearance. Known for his tech-savviness, he has worked on advanced crime-fighting technologies, such as developing a real-time crime center with license plate readers and leveraging new technology such as Drone First Responder.

Originally from Michigan and a Novi High School graduate, Chief Amundson is excited to return to Oakland County with his wife, Felicia, and their three children. He is committed to long-term leadership, sustainability, and open communication with the community. Chief Amundson expressed gratitude for the warm reception and support from everyone, both for himself and his family.

B. Main Street Accreditation Presentation

With excitement, DDA Executive Director Matthew Gibb introduced Erick Phillips from Mainstreet Oakland County. Mr. Gibb praised Mr. Phillips for his exceptional ability to work with businesses and for providing valuable insights. Mr. Phillips thanked the Village Council for the opportunity and highlighted that the special recognition belongs to the Village of Lake Orion DDA. This marks the 17th consecutive year that the DDA has been recognized by Mainstreet America Accredited Program.

Mr. Phillips briefly described Main Street Oakland County's affiliation with Main Street America and mentioned various programs, such as broad-based revitalization, diverse cultural and volunteer engagement, diversified funding, strategy-driven programming, preservation-based economic development and demonstrated impact. He reiterated his congratulations to the DDA, noting that economic development involves more than just organizing events; it includes job creation, building rehabilitation, among other aspects.

Mr. Gibb accepted the award and acknowledged the support of the Village Administration, the Department of Public Works, the Lake Orion Police Department, and the community. A group photo was taken with DDA board members, the Village Council, and the Village Manager.

5. Call to the Public

Mr. Kindred spoke.

Mr. Gibb spoke.

6. Consent Agenda

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the consent agenda, as presented.
VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None

MOTION: Carried

A. SMART Municipal Credit Contract for FY 2025

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the SMART Municipal Credit and Community Credit Contract for FY 2025 covering the period of July 1, 2024, through June 30, 2025, and authorize the Village Manager to execute the contract on behalf of the Village.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

B. Update Authorized Bank Signers - Removal of Susan Galeczka

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to adopt resolution 2024-029 and to authorize the Village Clerk/Treasurer, Sonja Stout to execute the appropriate certification as required by each depository and to be effective immediately.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

C. Police Budget Amendments - Per Amundson Contract

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the budget amendment request 24-002 to cover costs associated with the Chief Amundson's moving/housing expenses as directed by the approved Chief's employment contract that was approved by Council on July 8th, 2024.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

D. Tie Michigan Teal Campaign

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the request from the Michigan Ovarian Cancer Alliance to permit its volunteers to tie and display teal ribbons on public lamp posts and benches within the downtown area of the village from September 1, 2024, through September 30, 2024, with the condition that all such ribbons shall be removed by the organization by October 1, 2024; and to authorize the Village Manager to execute the letter of approval on behalf of the Village.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

E. Approval of Engagement Letter for Auditing Services – AHP PLC

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the engagement letter for auditing services from Andrews Hooper Pavlik PLC in the estimated amount of $15,500 for completion of the audit of the Village and DDA financial statements for fiscal year ending June 30, 2024, and to authorize the Village Manager to execute the acknowledgment of the engagement letter on behalf of the Village.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None

MOTION: Carried

F. Correspondence from Steven M. Samet dated July 16, 2024, regarding Nancy Moshier's absence

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the correspondence from Steven M. Samet dated July 16, 2024, regarding Nancy Moshier's absence.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

G. Approval of Village Council Regular Meeting Minutes of July 22nd, 2024

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the July 22nd, 2024 Village Council Regular Meeting Minutes, as presented.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

H. Receive and File of Parks and Recreation Advisory Committee Regular Meeting Minutes of April 16th, 2024

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the April 16th, 2024 Regular Meeting Minutes of the Parks and Recreation Advisory Committee, as presented.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

I. Receive and File of Parks and Recreation Advisory Committee Regular Meeting Minutes of June 25th, 2024

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the June 25th, 2024 Regular Meeting Minutes of the Parks and Recreation Advisory Committee, as presented.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

J. Receive and File of July 2024 Police Department Activity Report

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the July 2024 Police Department Activity Report.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

K. Receive and File of July 2024 Planning and Zoning Monthly Report by McKenna

MOTION made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the Planning and Zoning Monthly Report by McKenna, as presented.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb

VOTING NAY: None
MOTION: Carried

7. Items Removed from the Consent Agenda

8. Approval of Agenda

MOTION made by President Pro Tem Rutt, Seconded by Council member Cyrowski, to approve the agenda for Monday, August 12th, 2024 Village Council Regular Meeting.
VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

9. Public Hearings

None.

10. Financial Matters

A. Invoice Approval - August 12, 2024

MOTION made by Council member Van Portfliet, Seconded by President Pro Tem Rutt, to approve the August 12th, 2024 bills in the amount of $247,174.59 of which $2,705.60 are DDA bills for a net total of $244,468.99 and to receive and file the DDA bills.
VOTING YEA: Narsh, Rutt, Cyrowski, Van Portfliet, Ford,
VOTING NAY: Moshier, Lamb
MOTION: Carried

B. Financial Statements - July 2024

MOTION made by President Pro Tem Rutt, Seconded by Council member Cyrowski, to receive and file the financial reports for July 2024.
VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

11. Other Items

A. 2024 Publicly Funded Health Insurance Contribution Cost Limits

MOTION made by Council member Lamb, Seconded by Council member Van Portfliet, to accept the default hard cap limits on employee health care cost contributions as outlined below in the State of Michigan health care cost limitations determination.

The limits for 2025 equal the 2024 limits increased by **0.2 percent**. The 0.2 percent is the percentage change in the medical care component from the period March 2022 - February 2023 to the period March 2023 - February 2024.

For medical benefit plan coverage years beginning on or after January 1, 2025, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

• $7,718.26 times the number of employees and elected public officials with single-person coverage
• $16,141.28 times the number of employees and elected public officials with individual -and spouse coverage or individual-plus-1-nonspouse-dependent coverage
• $21,049.85 times the number of employees and elected public officials with family coverage.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

B. 2024-25 Employee Health and Fringe Benefits Renewal

MOTION made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to approve the health insurance program and other fringe benefit options for eligible Village employees for the Village's plan year 2024-25 and to authorize the Village Manager to execute all necessary documents to effectuate these programs:

• For existing employees currently participating in the Village's BCBSM PPO Simply Blue Gold Option 4, this option will continue, but existing employees will also have the option of either the BCN Blue Elect Plus POS Gold Option 2 or Blue Elect Plus POS HSA Gold Option 2 plan

• For new, eligible employees as of September 1, 2024, the employee may select the BCN Blue Elect Plus POS Gold Option 2 or Blue Elect Plus POS HSA Gold Option 2 plans

• The Village will continue the current dental, optical, life, accident, short term disability, long term disability, and employee assistance plan options with no changes while also offering optional additional coverages if employees choose to assume the additional cost.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

12. Call to the Public

None.

13. Council Comments

Council member Cyrowski spoke.

Council member Moshier spoke.

Council member Van Portfliet spoke.

Pro Tem Rutt spoke.

Council member Ford spoke.

Council member Lamb spoke.

President Narsh spoke.

14. Village Manager Comments

The Village Manager provided a summary of his report which is also found on the Village Manager's page of the Village of Lake Orion's website.

15. Closed Session Items

16. Business From Closed Session

17. Adjournment

MOTION made by President Pro Tem Rutt, Seconded by Council member Cyrowski, to adjourn the August 12th, 2024, Village Council Regular Meeting.
VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Van Portfliet, Ford, Lamb
VOTING NAY: None
MOTION: Carried

The August 12th, 2024 Village Council Regular Meeting adjourned at 8:24 PM.

_____
Jerry Narsh
President

_____
Lynsey Blough, CMC
Deputy Clerk/Treasurer

_____
Sonja Stout
Clerk/Treasurer

Date Approved: as presented on August 26, 2024

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC: Receive and File of Planning Commission Regular Meeting Minutes of July 1, 2024

RECOMMENDED MOTION: To receive and file the July 1, 2024 Planning Commission Regular Meeting Minutes, as presented.

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION

Monday, July 01, 2024

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The July 1st, 2024 Planning Commission Regular Meeting was called to order at 6:30 PM.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT
Village Council President Jerry Narsh
Village Council Member Michael Lamb
Secretary Hank Lorant
Vice Chairperson George Dandalides
Commissioner Larry Dunn
Commissioner/Administrative Official Darwin McClary

ABSENT
Commissioner Edward Sabol
Chairperson James Zsenyuk

STAFF PRESENT
Planning and Zoning Coordinator Gage Belko
Deputy Clerk/Treasurer Lynsey Blough

MOTION made by Vice Chairperson Dandalides, Seconded by Council member Lamb, to excuse Chairperson Zsenyuk from the July 1st, 2024 Planning Commission Regular Meeting.
Voting Yea: Village Council President Narsh, Village Council Member Lamb, Secretary Lorant, Vice Chairperson Dandalides, Commissioner Dunn, Commissioner/Administrative Official McClary

4. Approval of Agenda

MOTION made by Village Council President Narsh, Seconded by Village Council Member Lamb, to approve the agenda.
VOTING YEA: Narsh, Lamb, Lorant, Dandalides, Dunn, McClary
VOTING NAY: None
ABSENT: Zsenyuk, Sabol
MOTION: Carried

5. Approval of Minutes

A. Approval of June 3, 2024 Planning Commission Regular Meeting Minutes

MOTION made by Commissioner/Administrative Official McClary, Seconded by Secretary Lorant, to approve the June 3, 2024 Planning Commission Regular Meeting Minutes, as presented.
VOTING YEA: Narsh, Lamb, Lorant, Dandalides, Dunn, McClary
VOTING NAY: None
ABSENT: Zsenyuk, Sabol
MOTION: Carried

6. Public Comments on Non-Agenda Items Only

Mr. Decker spoke.

7. Old Business

8. New Business

A. Monthly Planning and Zoning Report

MOTION made by Commissioner/Administrative Official McClary, Seconded by Secretary Lorant, to receive and forward the Monthly Planning and Zoning Report to the Village Council.
VOTING YEA: Narsh, Lamb, Lorant, Dandalides, Dunn, McClary
VOTING NAY: None
ABSENT: Zsenyuk, Sabol
MOTION: Carried

B. Site Plan Discussion: VLO-24-02 (44 E. Flint) Mixed-Use Development

Architect Jeff Klatt of Krieger Klatt Architects provided a brief presentation on the architectural details of 44 E. Flint Street on behalf of the applicant/developer.

Mr. Belko also provided McKenna's Summary of Compliance Site Plan Review, which included the following:

1. Required Information
2. Use & Harmonious Design
3. Dimensional Standards

4. Natural Features/Landscaping
5. Access & Circulation
6. Parking & Loading
7. Building Design
8. Engineering / Stormwater Management
9. Lighting

He further noted that the applicant will comply and meet the standards of the Zoning Ordinance regarding Use and Harmonious Design. Mr. Belko mentioned that with the Dimensional Standard for height in the Height Overlay District, they recommend considering design alternatives that incorporate a 10 ft step back.

President Narsh asked about the specific purpose of the 10 ft setback. Mr. Belko responded that it aims to reduce the visual impact of the 4-story building, enhancing its compatibility with surrounding properties. He also noted that it is a required ordinance standard.

Commissioner Dunn asked if the 10 ft setback is an industry standard. Mr. Belko responded that it is an ordinance requirement and added that variances are not guaranteed.

Mr. Belko continued with the review of the Ordinance Standards and encouraged a warmer tone for the bricks to blend or match with the surrounding buildings in the district. He mentioned that the selection of materials and colors will return to the Commission for further discussion, aiming for greater cohesion with the district.

McKenna also recommended Right-of-Way Landscaping and Screening, suggesting modifying the parking to be angled for a more cohesive streetscape with the DDA parking lot. The DDA has landscape islands, presenting a great opportunity for the Applicant to continue this theme. However, this would require a license agreement with Village Council as it involves public property.

Additionally, for safety reasons, it's advisable to eliminate the parking spots immediately south of the entrance drive. Regarding Transformer Screening, the Applicant intends to leave it open to the north, where it remains visible from Anderson Street. If the Planning Commission finds this approach acceptable, McKenna would also support the Commission's decision.

In regards to Parking and Loading, their recommendations include reducing the requirement by 1 parking space for public safety and waiving the requirement for loading space.

Regarding the trash receptacle, McKenna recommended incorporating an agreement with the DDA, believing it would be a beneficial solution.

Mr. Belko also noted a recommendation to reduce lighting along Anderson Street and to grant a waiver for proposed illumination along Flint Street.

Mr. Belko commended the Applicant's Architect for a comprehensive presentation, highlighting its completeness, building design, site layout, access, and landscaping. McKenna recommends that the Applicant revise and resubmit a complete set of site plans, addressing the comments

within their report, and any additional comments from the Village Engineer or Fire Marshall. This review is part of the Planning Agenda Packet.

President Narsh acknowledges the importance of external lighting, recognizing its potential benefits for the busy Flint/Anderson corner. He also asked Architect Klatt if they could perform a photo match/color overlay, to which Architect Klatt responded positively, stating it is a great idea and they can do it.

Council Member Lamb asked Mr. Belko about the location of the loading zone. Mr. Belko responded that a 10 ft x 25 ft loading space would be suitable, or alternatively, they could waive the loading requirement and maneuver through the parking spaces. Architect Klatt also confirmed that there is no dedicated loading space.

Council Member Lamb then inquired about the ownership of the parking lot where the trash dumpster would be placed. Mr. Belko replied that it belongs to the DDA. Council Member Lamb also remarked that this change reduces the available parking spaces in the district.

President Narsh shared his comments on loading spaces, suggesting that the parking space on Anderson Street could have the least impact on traffic flow if a narrow green space were added.

Secretary Lorant asked if a loading zone could function as a parking zone if scheduled. President Narsh responded it would not be practical.

Vice Chairperson Dandalides asked if the 19 parking spaces will be gated and restricted for residents only. Architect Klatt responded that they are strictly designated for residents; even office and retail spaces will not be allowed to park there. Paul Dunn, a representative of JS Capital, added that they will have signage to tow any non-residents. President Narsh also provided his comments.

Vice Chairperson Dandalides further inquired about parking alternatives since the district is losing parking. Secretary Lorant responded that the DDA Lumberyard Project proposes adding 150 parking spots. President Narsh mentioned that the engineering parking study addressed parking saturation and that the Lumberyard Project will help alleviate this issue.

Village Manager McClary also noted that the Slater Street Parking Lot, which has 26 spaces, could be utilized since it is often empty. He expressed that he does not believe reducing the parking lot requirement for this development is as much of an issue as others think. Secretary Lorant added that the new development would add value to the district, a sentiment Mr. McClary agreed with.

President Narsh asked Mr. Belko if the proposal meets parking requirements. Mr. Belko responded that it is just 1 parking space short of the required 2 per dwelling unit, but it is within the Planning Commission’s authority to waive and reduce parking requirements.

Mr. Belko then asked Architect Klatt about the number of two- and one-bedroom dwelling units in the plan. Architect Klatt said there would be 8 two-bedrooms and 2 one-bedrooms. He emphasized that the plan is not final and is subject to market conditions.

Mr. Dunn suggested that they could potentially add more office spaces on the 3rd floor or eliminate some dwelling units, depending on market conditions, which could reduce the parking requirement. He expressed uncertainty about this possibility.

President Narsh reiterated his suggestion regarding parking spots on south Anderson Street.

Vice Chairperson Dandalides opened the discussion for public comments. Ken Van Portfliet sought clarification regarding the parking zone and loading zones. He suggested placing the loading zone on Flint Street instead, for easier maneuverability and public safety, rather than having trucks turn onto Anderson Street. Mr. Van Portfliet also inquired about the terrace setbacks on Flint Street.

9. Commissioners' Comments Regarding Planning and Zoning Matters

Village Manager McClary spoke.

Secretary Lorant spoke.

Commissioner Dunn had no comment.

President Narsh spoke.

Council member Lamb spoke.

Vice Chairperson Dandalides spoke.

10. Next Regular Meeting - August 5, 2024

11. Adjournment

MOTION made by Village Council President Narsh, Seconded by Commissioner/Administrative Official McClary, to adjourn the July 1st, 2024 Planning Commission Regular Meeting.
VOTING YEA: Narsh, Lamb, Lorant, Dandalides, Dunn, McClary
VOTING NAY: None
ABSENT: Zsenyuk, Sabol
MOTION: Carried

The July 1st, 2024 Planning Commission Regular Meeting adjourned at 7:48 PM.

_____
Henry Lorant
Secretary

_____
Lynsey Blough
Deputy Clerk/Treasurer

_____
Sonja Stout
Clerk/Treasurer

Date approved: as presented on August 5, 2024.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC: Receive and File of Downtown Development Authority Board Regular Meeting Minutes of July 16, 2024

RECOMMENDED MOTION: To receive and file the July 16, 2024 Downtown Regular Development Authority Board Meeting Minutes, as presented.

MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, July 16, 2024

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The July 16th, 2024 Downtown Development Authority Board of Directors Regular Meeting was called to order at 6:29 PM.

2. Roll Call and Determination of Quorum

PRESENT
Chairperson Debbie Burgess
Vice Chairperson Sam Caruso
Secretary Hank Lorant
Board Member Lloyd Coe (arrived at 6:36 PM)
Board Member Sally Medina
Board Member Alaina Campbell
Village President Jerry Narsh

ABSENT
Treasurer Matt Shell
Board Member Chris Barnett

STAFF PRESENT
DDA Executive Director Matthew Gibb
DDA Assistant Director Janet Bloom
Clerk/Treasurer Sonja Stout
Village Manager Darwin McClary

3. Approval of Minutes

A. June 18th, 2024 DDA Regular Meeting Minutes

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to approve the Downtown Development Authority Board Regular meeting minutes of June 18th, 2024.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh

VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

B. July 8th, 2024 DDA Special Meeting Minutes

MOTION made by Board Member Campbell, Seconded by Village President Narsh to approve the Downtown Development Authority Board Special meeting minutes of July 8th, 2024.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

4. Approval of Agenda

MOTION made by Village President Narsh, Seconded by Secretary Lorant to approve the agenda of July 16th, 2024, Downtown Development Authority Board Regular meeting as presented.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

MOTION made by Village President Narsh, Seconded by Secretary Lorant to amend the previous motion to approve the agenda of July 16th, 2024, Downtown Development Authority Board Regular meeting to include adding item D. Social District Application.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

5. Call to the Public

None.

6. Consent Agenda

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to approve the Consent Agenda approved by one vote.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

A. Financial Reports

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to receive and file the financial reports for June 2024.
VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh

VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

7. Financial Matters

A. Bill Approval

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to approve the disbursements in the amount of $20,992.50 for June 2024.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

Board member Coe arrived at 6:36 PM.

8. New and Old Business

A. Offer to Purchase - Vacant Land

MOTION made by Village President Narsh, Seconded by Board Member Coe to approve the purchase of vacant land known as the Waltman Parcel, on the terms and conditions set forth in the attached Purchase Agreement, authorizing the Board Chair and Executive Director to execute the agreement and effect a closing on its terms not to exceed $7,000. All funding for the purchase from GL 404-901-971-000 Capital Outlay-Building.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

B. Discussion and Decision - Lumber Yard Project Name

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to adopt "Lumberyard at Paint Creek" as the official name for the public project at the Lumber Yard and directing the Executive Director to develop a branding guide and logo for use in marketing, plan development and funding.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

C. Discussion and Decision - Nonprofit Organization

MOTION made by Village President Narsh, Seconded by Secretary Lorant to proceed with diligence on the creation of the non-profit arm for the Downtown Development Authority Board and to direct staff to move forward on the prior approval of Heritage Consulting for advising services.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

D. Social District Application

MOTION made by Board Member Coe, Seconded by Secretary Lorant to authorize the Lake Orion DDA Executive Director to present the Social District Permit and accompanying information to the Lake Orion Village Council for review and determination of application to MLCC.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

9. Reports, Resolutions and Recommendations

A. Executive Director's Report

MOTION made by Village President Narsh, Seconded by Secretary Lorant to receive and file the Executive Director's Report.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

B. Assistant Director's Report

MOTION made by Village President Narsh, Seconded by Secretary Lorant to receive and file the Assistant Director's Report.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

10. Board Comments and Training Feedback

Board member Medina spoke.

Secretary Lorant spoke.

Vice Chairperson Caruso spoke.

Board member Campbell spoke.

President Narsh spoke.

Board member Coe spoke.

Chairperson Burgess spoke.

11. Next Regular Meeting - August 20, 2024

12. Adjournment

Motion made by Board Member Campbell, Seconded by Secretary Lorant to adjourn the July 16th, 2024 Downtown Development Authority Board Regular meeting.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Shell, Barnett,
MOTION: Carried

The July 16th, 2024 Downtown Development Authority Board Regular meeting adjourned at 8:06 PM.

_____
Debbie Burgess
Chairperson

_____
Sonja Stout
Village Clerk/Treasurer

_____
Lynsey Blough
Deputy Clerk/Treasurer, CMC

Date Approved: as presented on August 16, 2024.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC: Receive and File of Parks and Recreation Advisory Committee Regular Meeting Minutes of July 23, 2024

RECOMMENDED MOTION: To receive and file the July 23, 2024 Regular Meeting Minutes of the Parks and Recreation Advisory Committee, as presented.

Village of Lake Orion Parks and Recreation Advisory Committee
Regular Meeting: Tuesday, July 23, 2024 6:30 p.m.

1. Call to Order by the Chairperson

The Tuesday, July 23, 2024 Regular Meeting of the Village of Lake Orion Parks and Recreation Advisory Committee was called to order at Village Hall by Rosemary Ford at 6:50pm.

2. Roll Call and Determination of Quorum

Present:	Chairperson: Rosemary Ford
	Secretary: Cristy Garbacik
	Member: Erin Crane
Absent:	Vice Chairperson: Jody Hand
	Council Member: Teresa Rutt
Vacancies:	None

3. Approval of Minutes

Meeting Minutes – June 25, 2024

By Rosemary Ford,

RESOLVED: That the regular minutes of the June 25, 2024 meeting of the Parks & Recreation Advisory Committee be approved.

Seconded by Cristy Garbacik and adopted: AYES: 3; NAYS: 0; ABSENT: 2.

4. Call to the Public

Per a village council member, a resident contacted a with concerns of the Pedal Boat participants using the parking lot at Green's Park. We explained the conversation per the April 16 P&R meeting minutes…Parks and Recreation Advisory committee discussed options for parking and approved the use of the parking lot. Carpooling was encouraged. Also, using PNC Bank after hours (M-F after 5, Sat. after 1, and Sun.) and walking to Green's Park if the parking lot is full. Rules would still need to be followed by only allowing a tour guide to transfer alcohol through the park and onto the boat. Drinking and driving would be intervened. (Pedal Boat Pub's contract requires all customers to pay for a daily Green's park pass which is paid to the Village.)

Per Wes Sanchez, The Orion Art Center contacted him with the use of Children's Park, during Dragon on the Lake, for archery and a bounce house activity. P&R has concerns with archery and the safety of the public. The park does not have a wooded area or blocked off space where we feel arrows could be released safely. A bounce house would be approved; however we do not suspect there is an open grass space large enough to fit a bounce house.

5. Approval of Agenda

By Cristy Garbacik,

RESOLVED: To approve the Agenda of the Tuesday, July 23, 2024 Parks and Recreation Advisory Committee.

Seconded by Erin Crane and adopted AYES: 3; NAYS: 0; ABSENT: 2.

6. Pending Business

A. Parks Maintenance.

An updated parks maintenance needs list is presented on a word document **which is attached and incorporated as part of these minutes.**

Rosemary and Cristy both inquired (per Green's Park attendant's request) through the Village office to have park passes numbered and names clearly written. For now, per office, passes will not be numbered.

Added:
-Children's Park – Add mulch around new bushes by the red slide.
-Children's Park – Playground equipment Twist broken.
-Green's Part – Remove small wooden and small concrete seawall inside beach on south side.
-Unger Park – Wooden fence broken by drain.

Removed:
-Children's Park – Re-landscape next to the red slide with spirilla.
-Children's Park – Replace two trees.
-Children's Park – North hill lack of grass and eroding. (seeded)
-Green's Park – Volleyball court needs sand.
-Green's Park – Plant new tree to help grass.
-Green's Park – Park passes need to be numbered and names written.
-Green's Park – Horseshoe pit and house need updates.

B.Budget Review
An updated budget list is presented on an excel document **which is attached and incorporated as part of these minutes.**

In an email conversation with Darwin McClary we have been informed that our budget of $5000 will not rollover and will revert to the general fund. A request of supplemental appropriations to the Village Council might allow us to rollover our current funds as the fiscal year ends July 1. Additionally, concerns were mentioned with voicing the $5000.00 budget per year for the parks. This amount is for capital outlay, under Parks and Recreation Advisory Committee. The parks and recreation fund, under Director Sanchez, has received about 45,000 (including the above capital outlay) this year for operations, maintenance, and improvements.

7. New Business

A. Oakland County Grants
This item was tabled due to lack of time in the schedule and will be revisited next meeting.
Previously, Rosemary Ford received and sent email material from Shanna LaBair with Oakland County Parks. She shared information about RAPP (Recreation Assistance Partnership Program) which is a grant system. The program can provide mobile recreation units and/or nature education offerings.

B. Park Employee
Rosemary contacted Janet Bloom with the DDA and information on their seasonal worker. He is paid $18.25/hour and works 18-25 hours per week. He would be available to fill the motion request.
The above and below conversation was brought to Darwin McClary through email and minutes. Darwin discussed our concerns with Wes Sanchez. Wes then informed us that the DPW does not have time in their schedule to keep up with the routine maintenance (cleaning and weeding of the parks), however we have been asked to not hire a park employee and to bring up the idea next summer. The below motion was not accepted.
Previously, Concerns continue to rise with routine upkeep of the parks. Grass cutting and trash bin removal is always completed. Large maintenance items are cared for when time allows. However, routine weed removal, power washing of the playground equipment, and beautifying of the parks is a concern. An idea of creating a Sign-up Genius for community volunteers was discussed. As this is a high priority, we would like a more permanent solution. Discussion of contacting the DDA's maintenance person to hire was suggested and Rosemary volunteered.
Hire a park maintenance employee for 8 hours a week, lasting 20 weeks from May through September. Parks and Recreation Advisory Committee would allot $2,500 from their budget.

Park Maintenance employee's weekly tasks:

Children's & Atwater Park:

Wipe down benches, tables, and chairs.
Wash playground equipment (contact DPW if Power washer is needed).
Weed areas, especially by playground equipment (contact DPW if weed spray is needed).
Pick up branches and lose trash.

Meek's Park:

Wipe down benches, tables, and chairs.
Weed areas, especially by Broadway arch entrance.
Pick up branches, pinecones, and lose trash.

C. Atwater fence

Two Atwater fence panels were replaced and fixed.
Previously, Property adjacent to Atwater Park contacted the Village due to concerns with fallen fence be replaced. DPW researched 2002, request per same resident for privacy fence. Around 2005 was approved by Village Council, permit in Village name, and built by DPW. After further investigation, current fence has two panel sections needing repair. Also, assumption of fence being hit by vehicle backing out of resident's L-shaped driveway caused damage. Replace 2 panels, not costing more than $200, or tear down the entire fence.

D. Green's Park Horseshoe area

The Horseshoe area in Green's Park needed maintenance. Rosemary contacted Ron Price of the Horseshoe Club and he volunteered to update the area. He replaced the wood around the sand pits, filled the sand pits, and painted the stakes and horseshoes. Additionally, he repainted the horseshoe house, grouted the tiled roof, replaced the rake, updated the flowers, and cleaned up the entire area. We contacted Jim N. of the Orion Review who took pictures and wrote an article to be published.

8. Reports

A. Green's Park beach mat and trees

The mat still needs to be relocated at this time.
Previously, the DPW installed the ADA Mobi Mat donated by the Daisy Project. The mat was installed in the middle of the beach sand. *Request to relocate the mat.* The mat was measured and sized to be placed on the north end of the beach (closer to the bathrooms) on an angle off the sidewalk. This allowing a patron to use the shortest length to the water. Additionally allowing less sand to be covered by the mat. Also allowing the DPW to have an easier time replacing sand each year.
Rosemary contacted the Daisy Project who offered a beach mat at Green's Park. The ADA Mobi Mat only comes on a straight cut, so the diagonal measurement needed to be reevaluated before paperwork could be submitted.

DPW planted a Sugar Maple in the center of Green's Park grass. North of the beach and West of the playground, similar to the location of where the pine tree was removed.

B. Atwater basketball court

Wes put a bid out to all of Michigan to receive quotes for the basketball court. Rosemary will reach out to Chris Barnett and Orion Township with possible interest in supporting the purchase.
Previously, Wes mentioned he would like to call his contact confirming the current quote. In May, Erin Crane received a quote from Birmingham Seal for $30,733.00 to replace Atwater's basketball court about 50x50. Additionally, they could remove the current court for $4,7000. Unger Park would cost

$15,000.00 for a quarter court to be installed. Suggestions to reach out to Orion Township for support with cost was suggested.

C. Paint Creek Bank Stabilizing Options

During a Village Council meeting, bank stabilization conversations were discussed.
Previously in May Rosemary Ford sent an email, on behalf of the committee, to Darwin and Wes with our extreme concern about the deterioration of the bank stabilization.
Wes shared with us that he, Darwin, and Carol in Engineering gathered to observe the Paint Creek Bank and concerns about the stabilization. They concluded the water was washing away from the top of the land causing the erosion. Additionally, an EGLE MS4 inspection will get in touch with a bank supporter. Teresa discussed with Wes (DPW) with reaching out to Carol in Engineering to receive approval for Coir logs to be placed at anytime regardless of the permanent stabilization options based on the grant. Especially along the Paint Creek in Children's Park close to the gazebo and in Meek's Park where the erosion is close to the sidewalk. Teresa will discuss with Darwin our application with the Community Development Block Grant (CDBG).

D. Green's Park Docks

A motion was made to receive a quote and hire a John Jones from Walk on Water to install the cleats, bolts, and nuts (previously purchased by DPW). Insert poles caps (in DPW possession). Level the dock. As well as, purchase and install 12 pole bumpers (piling fenders).

By Erin Crane
Seconded by Cristy Garbacik and adopted AYES: 3; NAYS: 0; ABSENT: 2.

Previously, Wes reported he purchased cleats, caps, and bumpers. These would be installed next.
In May Cristy Garbacik contacted John Jones from Walk on Water, the company who installed the new docks at Green's Park. He met her at the docks to discuss cleats. Cristy took notes, pictures, and videos of the explanation and materials. There are 3 docks with 4 cleats needed on each, equaling 12 cleats needed. Suggested Mxeol Marine Stainless cleats (can be purchased on Amazon). Stainless steel bolts 3 inches and nylon nuts equaling 24 bolts and 24 nuts (can be purchased at Ace Hardware). Additionally, John mentioned he originally offered to attach cleats when installing the docks, he again offered when approached last summer, and offered again to install for $200 if we purchase materials. All information was sent to Wes and Jose. John also noticed the dock closest to the park was dipping towards the water and was not even. He explained how to adjust the clamp. Additionally, 4 pole covers are missing. Wes mentioned he has the 2-inch black plastic caps to place on top of the dock poles.

9. Items to Be Placed on Next Agenda

Pending Business
- Parks Maintenance
- Budget Review
  - Budget amount

New Business
- Oakland County Grants
- Event collection (July 4th/Dragon on Lake/Brave the Wave)

Reports
- Atwater basketball court
- Paint Creek Bank Stabilization
- Green's Park Docks

10. Date of Next Meeting

Tuesday, August 20, 2024 Children's Park. *Change in previous date and location.

11. Committee Member Comments

Rosemary Ford informed us that July 18, a picture was taken at the Sons of the American Legion as well as the basketball net at Atwater Park to submit to the newspaper for a community recognition.

Rosemary is continuing to work on a photo opportunity with Orion Review and the Daisy Project with the Mobi Mat at Green's park.

Marcella Robinette has invited our committee to join others on the Pedal Boat Pub on Thursday, July 25.

12. Adjournment

On a motion by Cristy Garbacik, seconded by Erin Crane, the Parks and Recreation Advisory Committee Meeting adjourned at 8:25pm.

Rosemary Ford, Chairperson

Cristy Garbacik, Recording Secretary

Date Approved: as presented August 20th, 2024

Lake Orion Village Parks Maintenance Items

Updated Per July 23, 2024 Meeting

Red =1st Priority, Orange =2nd Priority, Blue = 3rd Priority

1 – Power wash and weed all parks monthly or as needed.

Children's Park

1 – Add woodchips next to the red slide by new spirilla.
1 – Playground equipment Twist is broken.
2 – Stones that create the walls are disintegrating
3 – Picnic table multiple seats cracked (close to parking lot) – DPW to replace with wood

Meek's Park

1 – Bank stabilization needed!!! – eroding very close to sidewalk – Teresa/Darwin/grant – DPW/permit
2 – Weed garden and sign attached to granite block – Wes DPW/Rose
2 – Adjust placement of new sign from Atwater to new pedestrian bridge.

Green's Park

1 - (5/26/15) East-West seawall is failing.
1 – Explore goose poop prevention methods (light and goose spray/didn't work, Cristy/Goose Busters)
1 – Cleats, caps, bumpers need to be installed for new docks – Wes DPW repurchased and ready to install
1 – Repair and restore sprinklers to water lawn – (motion / DPW working on a quote)
1 – Verify locks for bathrooms – Teresa to check with Darwin
2 – Move Mobi beach mat to be placed on the north end of the beach (closer to the bathrooms).
2 – Sign for park with rules, directional map, passes required, & "for park users only" – dock time limit?
2 – Directional map at park entrance – Riva to create and share
2 – Installing security video cameras for docks and outside bathrooms (funded with boat passes)
3 – Remove small wooden and small concrete seawall inside beach on south side.

Swiss Village Park

3 – Border around playground.

Unger Park

1 – Japanese Knotweed needs to be removed.
3 – Wooden fence broken by drain.

Atwater Park

1 – Basketball court needs to be replaced (Erin received quotes/Wes to requote/Rose contact Orion Twp)
2 – Concerns about the increase of dog waste in the baseball field (Ordinance Chapter 96.09)
3 – Paint top of main sign.
3 – Chairs crooked around tables.

Village of Lake Orion Parks & Recreation Committee Budget

2024-2025 Possible Budget Items for Planning

	Budget Item	Priority Level	Cost Estimate	Cost Actual	Notes	Voted & Agreed
1	Children's and Meek's Park - Bank Stabilization	High				
2	DPW Assigned daily maintenance employee on grounds	High	$2,500	7-24 DDA seasonal helper $18.25 hour x 8 hours=$146/week x 20 weeks =$2,920.	Motion and contact DDA	Yes 6-25-24 7-24 denied manager and DPW Director Sanchez
3	Atwater Park Basketball Court - 4"	High	$6,000	Birmingham Seal $30,733.00 (50x50) removal +$4,700 5-28-24	DPW to look into cost 6-25-24	
4	Green's Park Pavilion at SW of basketball court	High				
5	Atwater Additional Swings	Medium	1200-1500			
6	Children's Additional Shade Sail(s) (1-3)	Medium	1200 each			
7	Green's Park Retaining Wall	Medium				
8	Children's Park Bridge	Medium				
9	Unger Park Basketball court	Medium		Birmingham Seal $15,000.00 5-28-24 (quarter court)		

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Invoice Approval- August 26, 2024

RECOMMENDED MOTION: To approve the August 26, 2024 bills in the amount of $114,415.90 of which $10,731.31 are DDA bills for a net total of $103,684.59 and to receive and file the DDA bills.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-123-000	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE9/1/2024-9/30/2024	1,834.67	
101-000-279-000	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-SEPTEMER 2(	518.18	
101-000-279-000	GENERAL PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR BECKY SHANK SEPTEME	259.09	
101-000-281-001	SITE PLAN REVIEW	NOWAK & FRAUS ENGINEERS	N930 44 FLINT ST THRU JULY 28 2024	581.25	
101-000-281-003	CONSTRUCTION PLAN REVIEW	NOWAK & FRAUS ENGINEERS	N808 PENINSULA CONDOMINIUMS SERVICES TH	200.00	
101-000-281-004	ESCROW 55 W ELIZABETH	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU JULY 2024	49.50	
101-000-281-005	SITE PLAN & CONSTRUCTION PLAN RE	NOWAK & FRAUS ENGINEERS	N034 CONSTELLATION BAY THRU JULY 28 2(	1,068.75	
101-000-281-006	ESCROW M818	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU JULY 2024	792.00	
101-000-281-006	141 ELIZABETH ST	NOWAK & FRAUS ENGINEERS	M818 ELIZABETH STREET APTS THRU JULY 2	343.75	
101-000-281-011	CONSTRUCTION SERVICES	NOWAK & FRAUS ENGINEERS	N569 ORION VILLAS-597 MILLER RD THRU JU	1,211.25	
101-000-281-012	CONSTRUCTION SERVICES	NOWAK & FRAUS ENGINEERS	N035 MYSTIC COVE THRU JULY 28 2024	250.00	
101-000-281-013	SENIOR PROJECT MANAGER	NOWAK & FRAUS ENGINEERS	N038- CLOUD LAKE 494 S BROADWAY THUR JU	875.00	
		Total For Dept 000 REVENUE		7,983.44	
Dept 215 VILLAGE CLERK					
101-215-900-000	WATER QUALITY PUBLIC	VIEW NEWSPAPER GROUP	POSTINGS	2,204.10	
		Total For Dept 215 VILLAGE CLERK		2,204.10	
Dept 228 Information Technology					
101-228-801-000	MICROSOFT 365 AGREEMENT	VC3, INC.	MICROSOFT 365 AGREEMENT MONTHLY PAYMENT	238.60	
101-228-801-000	CLOUD DATA RECOVERY - AUGUST	VC3, INC.	CLOUD DATA RECOVERY - AUGUST	184.00	
		Total For Dept 228 Information Technology		422.60	
Dept 260 GENERAL ACTIVITIES					
101-260-727-000	DYMO MAILING LABELS	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES	40.95	
101-260-727-000	TIERED DISCOUNT	ODP BUSINESS SOLUTIONS LL(	OFFICE SUPPLIES	92.13	
101-260-727-000	3 HOLE PUNCH	ODP BUSINESS SOLUTIONS LL(	OFFICE SUPPLIES	37.19	
101-260-728-000	PAPER TOWELS	ODP BUSINESS SOLUTIONS LL(	OFFICE SUPPLIES	49.76	
101-260-730-000	6/24/24-7/28/24 BASE	XEROX CORPORATION	COPIER LEASE JULY	378.34	
101-260-851-000	TELEPHONES	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES SEPTEMBER	316.88	
101-260-920-000	20 E SHADBOLT ACCT # 1030 1598 9	CONSUMERS ENERGY	AUGUST BILL	161.11	
101-260-921-000	STREETLIGHTS	DTE ENERGY	STREETLIGHTS JULY	4,048.53	
		Total For Dept 260 GENERAL ACTIVITIES		5,124.89	
Dept 721 PLANNING AND ZONING					
101-721-832-001	PROJECT 24-004 LAKE ORION STRATE	MCKENNA ASSOCIATES, INC.	PROJECT 24-004 LAKE ORION STRATEGIC PLA	900.00	
		Total For Dept 721 PLANNING AND ZONING		900.00	
Dept 751 PARKS AND RECREATION					
101-751-931-000	CLEATS FOR PUBLIC DOCKS	AMAZON CAPITAL SERVICES	AMAZON	80.37	
101-751-932-000	FIRST AIDE OSHA COMPLIANT	AMAZON CAPITAL SERVICES	AMAZON	94.92	
101-751-932-000	BLACK DYED BARK 3 YDS	ORION STONE DEPOT	BLACK DYED BARK	122.13	
101-751-977-000	SPIREA LITTLE PRINCES	WOJO'S GREENHOUSE	TREES CHILDREN'S PARK	816.92	
		Total For Dept 751 PARKS AND RECREATION		1,114.34	
Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-806-000	M629 GENERAL ENGINEERING	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THRU	387.50	
101-880-811-000	FEES -POSTAGE	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU JULY 2024	1,706.66	
		Total For Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGI		2,094.16	
		Total For Fund 101 GENERAL FUND		19,843.53	
Fund 202 MAJOR STREET FUND					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
202-463-801-000	5/12;6/9;7/14	CURBCO SWEEPING	STREET SWEEPING	450.00	
202-463-801-000	STREET SWEEPING 8/4/2024	CURBCO SWEEPING	STREET SWEEPING	385.00	
		Total For Dept 463 ROUTINE MAINTENANCE		835.00	
Dept 478 WINTER MAINTENANCE					
202-478-726-000	202 ROCK SALT	DETROIT SALT COMPANY	ROCK SALT	2,896.29	
		Total For Dept 478 WINTER MAINTENANCE		2,896.29	
		Total For Fund 202 MAJOR STREET FUND		3,731.29	
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
203-463-801-000	TREE REMOVAL & TRIMMING LARGE BR	MICHIGAN PROPERTY NETWORK	TREE REMOVAL	2,100.00	
		Total For Dept 463 ROUTINE MAINTENANCE		2,100.00	
Dept 875 CONSTRUCTION					
203-875-977-000	M718 -365 PARK AVENUE	NOWAK & FRAUS ENGINEERS	M718 PARK AVENUE RETAINING WALL THRU JU	755.00	
		Total For Dept 875 CONSTRUCTION		755.00	
		Total For Fund 203 LOCAL STREET FUND		2,855.00	
Fund 207 POLICE FUND					
Dept 000 REVENUE					
207-000-123-000	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE9/1/2024-9/30/2024	856.19	
		Total For Dept 000 REVENUE		856.19	
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-SEPTEMER 2(	1,554.50	
207-301-716-001	POLICE PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR BECKY SHANK SEPTEME	777.25	
207-301-727-000	WHITEOUT TAPE	ODP BUSINESS SOLUTIONS LL(	OFFICE SUPPLIES	10.77	
207-301-730-000	POLICE PRINTER RICOH CONTRACT AU	U.S. BANK EQUIPMENT FINANC	RICOH CONTRACT PAYMENT POLICE PRINTER	110.43	
207-301-740-000	CAMPRO BODY CAMERA	AMAZON CAPITAL SERVICES	BODY CAMERA	154.49	
207-301-801-000	AMUNDSON	BEAUMONT URGENT CARE BY WE	PREMPLOYMENT PHYSICAL	135.00	
207-301-801-000	OAKLAND COUNTY SHERIFF COVERAGE	CHARTER TOWNSHIP OF ORION	OAKLAND COUNTY PATROL 07/2024 AND 08/2(	34,000.00	
207-301-802-000	PROSECUTIONS	BEIER HOWLETT, P.C.	PROSECUTIONS-SERVICES THRU JUNE 30 2024	3,219.25	
207-301-802-000	PROSECUTIONS	BEIER HOWLETT, P.C.	PROSECUTIONS-SERVICES THRU JULY 31, 202	2,830.75	
207-301-802-000	POLICE	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU JULY 2024	198.00	
207-301-851-000	TELEPHONES	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES SEPTEMBER	316.88	
207-301-863-000	SPRINGHILL SUITES	MARK AMUNDSON	1 MONTH HOUSING CHIEF CONTRACT $2K MAX	1,977.66	
207-301-865-000	POLICE	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE JULY	839.80	
		Total For Dept 301 POLICE/SHERIFF/CONSTABLE		46,124.78	
		Total For Fund 207 POLICE FUND		46,980.97	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 000 REVENUE					
225-000-123-000	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE9/1/2024-9/30/2024	3,180.14	
		Total For Dept 000 REVENUE		3,180.14	
Dept 276 CEMETERY					
225-276-740-000	STATIONARY CERTS	ODP BUSINESS SOLUTIONS LL(	OFFICE SUPPLIES	46.31	
225-276-930-000	GRAVE RESTORATION TOPSOIL	COMERICA BANK	CREDIT CARD-WES JULY	429.00	
		Total For Dept 276 CEMETERY		475.31	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-740-000	SEWER GLOVES PVC	AMAZON CAPITAL SERVICES	AMAZON	35.70	
225-441-740-000	FIRST AID KIT	AMAZON CAPITAL SERVICES	AMAZON	75.47	
225-441-740-000	MOWER PARTS	BURDICK ST. LANDSCAPE SUPI	MOWER PARTS	105.98	
225-441-740-000	7/31/24 CUP ANGLE	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-JULY	13.29	
225-441-740-000	WHITEOUT TAPE	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10.54	
225-441-740-000	VEGETATION KILLER	TRACTOR SUPPLY CO.	SUPPLIES	139.99	
225-441-741-000	REPLACEMENT SHOVELS	CONTRACTORS CONNECTION	DPW SUPPLIES	280.60	
225-441-801-000	RANDOM DRUG TESTING	FIRST ADVANTAGE O. H. S. (	RANDOM DRUG TESTING	323.52	
225-441-821-000	UNIFORM CLEANING 07/31/2024	UniFIRST	WEEKLY DPW UNIFORM CLEANING	97.22	
225-441-821-000	UNIFORM CLEANING 08/07/24	UniFIRST	WEEKLY DPW UNIFORM CLEANING	123.91	
225-441-865-000	DPW	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE JULY	632.11	
225-441-920-000	362 CASS ACCT# 1030 1701 1398	CONSUMERS ENERGY	AUGUST BILL	77.17	
225-441-930-000	9 VOLT BATTERIES	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES	21.99	
225-441-930-000	7/28/24 DRAIN BLADDER	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-JULY	12.34	
225-441-931-000	MOUNT INSTALL BALANCE 4 TIRES	TIRE WAREHOUSE, INC	LANDSCAPE TRAILER TIRES	554.40	
		Total For Dept 441 DEPARTMENT OF PUBLIC WORKS		2,504.23	
Dept 443 PHASE II STORMWATER					
225-443-801-000	MS4 EVALUATION/AUDIT	NOWAK & FRAUS ENGINEERS	M671 MS4 PERMIT ASSISTANCE THRU JULY 28	1,275.00	
225-443-930-000	DRAIN REPAIR	FERGUSON WATERWORKS #3386	EMERGENCY STORM DRAIN REPAIR	2,246.60	
225-443-930-000	7/24/24 STORM DRAIN REPAIR ANDER	GREAT LAKES ACE HARDWARE	GREAT LAKES ACE PURCHASES-JULY	28.45	
		Total For Dept 443 PHASE II STORMWATER		3,550.05	
		Total For Fund 225 DEPT OF PUBLIC WORKS FUND		9,709.73	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-801-022	SIGNICADE DELUXE PORTABLE SIGN S	TRAFFIC SAFETY WAREHOUSE	POLICE SUPPORTED PURCHASE	461.90	
248-260-851-000	ACCT8529101420028897 - DDA OFFIC	COMCAST	INTERNET/PHONE	195.59	
248-260-920-000	ACCT 1400062995376	CONSUMERS ENERGY	GAS SERVICE DDA OFFICE	23.00	
248-260-920-000	ACCT 920009680652- 24 FRONT LOT	DTE ENERGY	EV/FLINT LOT	683.14	
248-260-921-000	ACCT 910040951824 - 380 S BROADW	DTE ENERGY	STREET LIGHTS	629.71	
248-260-930-002	INV 91690	DarWel ENTERPRISES LLC	OFFICE MATS	30.24	
		Total For Dept 260 GENERAL ACTIVITIES		2,023.58	
Dept 725 ORGANIZATION					
248-725-825-000	CERT #4484,4543,4545	ANITA'S KITCHEN	DOWNTOWN DOLLARS REDEMPTION	75.00	
248-725-827-000	CUPCAKES AND DRINKS	JANET BLOOM	REIMBURSEMENTS FOR MAIN STREET AWARENES	149.73	
		Total For Dept 725 ORGANIZATION		224.73	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-888-000	INV 359780 - LODDA	VIEW NEWSPAPER GROUP	ADVERTISING	828.00	
		Total For Dept 728 ECONOMIC DEVELOPMENT		828.00	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND		3,076.31	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	INV 1426 - UNDERBRUSH CLEARING	TIMBER BEAST TREE SERVICE	PHASE 2 - TREE BRUSH CLEARING LY	7,330.00	
301-901-950-000	DEMOLITION PERMIT APPLICATION	VILLAGE OF LAKE ORION	DEMOLITION PERMIT APPLICATION FEE FOR I	325.00	
		Total For Dept 901 905		7,655.00	
		Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023		7,655.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER AND SEWER FUND					
Dept 548 SEWER ACTIVITIES					
592-548-801-000	REVIEW CONSTRUCTION PLANS/GRANT	NOWAK & FRAUS ENGINEERS	N434 SANITARY SEWER PUMP STATION IMPROV	1,631.25	
592-548-992-000	PRINCIPAL 8/1/24	OAKLAND COUNTY TREASURER	WRC DEBT SERVICES INVOICE #CI043452 IN	10,045.55	
592-548-995-000	INTEREST 8/1/24	OAKLAND COUNTY TREASURER	WRC DEBT SERVICES INVOICE #CI044102 IN	15.07	
592-548-995-000	INTEREST 8/1/24	OAKLAND COUNTY TREASURER	WRC DEBT SERVICES INVOICE #CI043452 IN	2,222.40	
		Total For Dept 548 SEWER ACTIVITIES		13,914.27	
Dept 556 WATER ACTIVITIES					
592-556-726-000	MISS DIG MARKING SUPPLIES	CONTRACTORS CONNECTION	DPW SUPPLIES	151.05	
592-556-801-000	GIS SERVICES	NOWAK & FRAUS ENGINEERS	M858- GIS SERVICES THRU JULY 28 2024	593.75	
592-556-801-000	LEAD SERVICES VERIFICATION	NOWAK & FRAUS ENGINEERS	O233 LEAD SERVICES IDENTIFICATION ASSIS	5,905.00	
		Total For Dept 556 WATER ACTIVITIES		6,649.80	
		Total For Fund 592 WATER AND SEWER FUND		20,564.07	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 101 GENERAL FUND	19,843.53
Fund 202 MAJOR STREET FU	3,731.29
Fund 203 LOCAL STREET FU	2,855.00
Fund 207 POLICE FUND	46,980.97
Fund 225 DEPT OF PUBLIC	9,709.73
Fund 248 DOWNTOWN DEVELO	3,076.31
Fund 301 DOWNTOWN DEV BO	7,655.00
Fund 592 WATER AND SEWEI	20,564.07
Total For All Funds:	114,415.90

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Approval of Project – Sanitary Sewer Pump Stations Improvement Project Phase I

BACKGROUND BRIEF:

Administration is requesting that the Village Council approve the necessary budget amendments and approve proceeding with the Sanitary Sewer Pump Stations Improvement Phase I Project. As Council is aware, this project involves rehabilitation of four (4) sanitary pump stations. Work includes but is not limited to demolition of the existing equipment within two (2) ejector stations and two (2) centrifugal stations, and all other equipment shown on the demolition drawings, installation of new pumping equipment, air compressors, air storage tanks, motors, air manifolds, valves, piping, pipe fittings, ventilation blowers, level transducers, electrical panels and wiring/conduit, control panels mounted on a new equipment rack with concrete foundation, new DTE electric meters, generator transfer receptacles, power distribution cabinets, manual transfer switches, and main service disconnect switches, new sump pumps, piping & valves, new lighting, new epoxy floor coating, new buried bypass pump connections and valves, and the installation of new low pressure force main by horizontal directional drilling methods across the lake at two (2) locations. The Phase I project is the first of three phases in rehabilitating all of the Village's sixteen (16) sanitary pump stations.

Oakland County Water Resources Commissioner's Office, as the Village's sanitary sewer operation and maintenance contractor, will award the construction contract and manage the project on behalf of the Village under a contract previously approved by the Village Council.

Sealed competitive bids were advertised in early July for the phase I project, and bids were opened on July 30. The Village received two (2) bids, and the bid tabulation sheet is attached for Council's information. WRC has determined that DVM Utilities, Inc., is the low bidder for the project, has the experience necessary to perform the work, and is capable of performing the work.

SUMMARY OF PREVIOUS COUNCIL ACTION:

01/23/2023 – Council approved the proposal from Hubbell, Roth & Clark, Inc., of Bloomfield, Hills, Michigan, dated October 19, 2022, in the amount not to exceed $242,000 to complete the design plans and provide bid assistance for the Village of Lake Orion Sanitary Sewer Pump Station Improvement Project in accordance with the firm's proposal and authorized the Oakland County Water Resources Commission to execute the contract and oversee the project as part of its sanitary sewer maintenance and operating agreement with the Village.

04/22/2024 – Council adopted a resolution of intent to issue revenue bonds for the Sanitary Sewer Pump Stations Improvement Project in an amount up to $11 million.

05/28/2024 – Council approved a contract with the Oakland County Water Resources Commissioner for WRC to manage the Sanitary Sewer Pump Stations Improvement Project on behalf of the Village.

FINANCIAL IMPACT:

Please see the attached project cost estimate. The total estimated cost of the phase I project is $3,498,000. The Village will receive $1,750,000 in 2024 Congressional Community Projects grant funding and has already received $335,000 in ARPA funding. The Village is also receiving $100,000 from Oakland County for ARPA Critical Infrastructure grant funding. The net cost to the Village will be $1,313,000, which will be funded either through Water and Sewer Fund reserves or through a 20-year revenue bond issue with repayment through customer sewer rate adjustments.

RECOMMENDED MOTION:

#1 – To approve BA-2025-592-01 to increase Water and Sewer Fund revenues by $3,163,000 and to increase expenditures by $3,498,000 for the Phase I Sanitary Sewer Pump Stations Improvement Project.

#2 – To approve proceeding with the Village of Lake Orion Sanitary Sewer Pump Stations Improvement Phase I Project, subject to final award of the construction contract by the Oakland County Water Resources Commissioner's Office to low bidder DVM Utilities, Inc., in the total base bid amount of $2,774,010.00, for construction of the Phase I Village of Lake Orion Sanitary Sewer Pump Stations Improvement Project in accordance with the project bid specifications and contract documents issued by WRC.

#3 – To authorize a lump sum payment from the Village of Lake Orion Water and Sewer Fund to the Oakland County Water Resources Commissioner's Office upon receipt of invoice for the Phase I Sanitary Sewer Pump Stations Improvement Project in the amount of up to $1,413,000, with Village Manager's approval, in accordance with Section 5 of the Oakland County/Village of Lake Orion 2024 Sanitary Sewer System Improvements Contract approved by the Village Council on May 28, 2024.

VILLAGE OF LAKE ORION, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2024-25
FUND: Water and Sewer
DEPT: Various
REQUESTED BY: D McClary
DATE: 8/22/2024
AMENDMENT # BA-2025-592-01

ACCT #	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED BUDGET	REASON
592-000-648-000	Federal Grant Revenue	0	0	1,850,000		1,850,000	2024 Congressional Community Projects Grant & Oakland County ARPA Critical Infrastructure Grant
592-000-404-002	Sewer Revenue Bonds	0	0	1,313,000		1,313,000	Receipts from Sewer Revenue Bond issuance for Sanitary Sewer Pump Stations Improvement Project Phase I
592-548-975-000	Capital Improvments - SAW	0	0		3,498,000	3,498,000	Sanitary Sewer Pump Stations Improvement Project Phase I
NET CHANGE IN BUDGET:				3,163,000	3,498,000		

Approved by Village Manager: _____ Date: 08/22/2024

Approved by Village Council: _____ Date: _____

HUBBELL, ROTH & CLARK, INC
Consulting Engineers

August 19, 2024

Oakland County Water Resources Commissioner's Office
One Public Works Drive, Building 95 West
Waterford, MI 48328

Attn: Jennifer Cook, P.E.

Re: Village of Lake Orion — HRC Job No. 20200802
Phase 1 Pump Station Improvements Project
Bid Review and Recommendation

Dear Ms. Cook:

On July 30th, 2024, two (2) bids were received and opened at 2:00 p.m. for the above-referenced project. The two (2) opened bids are summarized as follows:

1. DVM Utilities, Inc.
    a. $2,774,010.00 (Total Base Bid)

2. Lawrence M. Clark, Inc.
    a. $2,898,000.00 (Total Base Bid)

The following items were reviewed from the apparent low bidder:

1. Experience and Qualification Statement
2. Financial Statement
3. Project Manager and Superintendent Resumes
4. List of contractor-owned equipment
5. List of major projects

HRC has worked with DVM Utilities, Inc. on several occasions and believe that they can perform the work of this contract.

The confirmed major subcontractors are as follows:

- Rotor Electric – Electrical

HRC has extensive experience with Rotor Electric in the past on similar projects. We believe that they can perform the work associated with this project.

555 Hulet Drive, PO Box 824
Bloomfield Hills, Michigan 48303-0824
Telephone 248 454 6300 **Fax** 248 454 6312
www.hrc-engr.com

Based on this review, we recommend awarding the contract to DVM Utilities, Inc. in the amount of $2,774,010.00.

Please call should you have any questions regarding the above information.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

John Bergsma, P.E.
Senior Project Engineer

pc: OCWRC; Joel Brown, Drew Sandhal
HRC; T. Maxwell, File

WRC
WATER RESOURCES COMMISSIONER
Jim Nash

Project Cost Estimate for
Lake Orion Lift Stations - Phase 1
PRJ1-3381
22-Aug-24

		Total Cost	% of Construction
1)	**Construction** Project Construction Cost (Est)	**$ 2,774,000**	
2)	**Project Development: Engineering Consulting**	$ 134,000	4.83%
3)	**Project Financing & Legal**	$ 11,000	0.40%
3)	**Right-of-Way Services**	$ 10,000	0.36%
4)	**Exclusive County Services**	$ 251,000	9.05%
5)	**Subtotal:**	**$ 3,180,000**	
6)	**Contingency (10%)**	$ 318,000	11.46%

	Total Project Cost	Total % Admin & Contingency
	$ 3,498,000	**26.10%**

Grant Funding	**$ 1,750,000**	***Congressional Community Projects Grant***
	$ 335,000	***ARPA Funding***
Remaining Funded by Village	**$ 1,413,000**	

SPECIFICATIONS

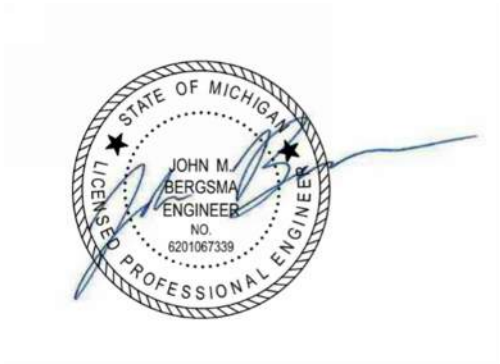
FOR

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

VILLAGE OF LAKE ORION
PHASE 1
PUMP STATION IMPROVEMENTS

VILLAGE OF LAKE ORION, MI

ISSUED FOR BIDS
JUNE 20, 2024



HRC JOB NO. 20200802

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824

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VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS
OAKLAND COUNTY, MICHIGAN

Proposals will be received **virtually** by the Office of the Oakland County Water Resources Commissioner, ("Owner") via www.bidnetdirect.com on Tuesday, July 30, 2024 at 2:00 pm, local time for the construction of certain facilities and structures, including the following approximate primary items and quantities:

Rehabilitation of four (4) sanitary pump stations with equipment and capacity as shown on the Drawings and in the Specifications. Work includes but is not limited to demolition of the existing equipment within two (2) ejector stations and two (2) centrifugal stations, and all other equipment shown on the demolition drawings, installation of new pumping equipment, air compressors, air storage tanks, motors, air manifolds, valves, piping, pipe fittings, ventilation blowers, level transducers, electrical panels and wiring/conduit, control panels mounted on a new equipment rack with concrete foundation, new DTE electric meters, generator transfer receptacles, power distribution cabinets, manual transfer switches, and main service disconnect switches, new sump pumps, piping & valves, new lighting, new epoxy floor coating, new buried bypass pump connections and valves, and the installation of new low pressure force main by horizontal directional drilling methods across the lake at two (2) locations.

PROPOSALS TO BE RECEIVED AT THE FOLLOWING DATE AND TIME:
July 30, 2024, at 2:00 PM local time

PROPOSALS TO BE OPENED AT THE FOLLOWING DATE AND TIME:
July 30, 2024, at 2:30 PM local time

Bidders shall review and comply with the Information for Bidders, which is incorporated by reference, and carefully review all Contract Documents, as defined in the Information for Bidders. Bids submitted after the exact time specified for receipt will not be considered.

Starting Thursday, June 20, 2024, Bidding Documents must be obtained online from the Michigan Inter-Governmental Trade Network (MITN) website via BidNet Direct (www.bidnetdirect.com). For questions about MITN, refer to https://www.oakgov.com/government/purchasing/bidder-registration/bid-solicitation-public-search

All information regarding the bidding for this project must be obtained on the BidNet Direct/MITN website only.

A pre-bid meeting is scheduled for Tuesday, July 9, 2024, at 1:00 pm, local time at the L0-8, 50 Bellevue Avenue, Lake Orion MI 48362. Parking shall be limited to 1 vehicle per prospective bidder. All Prospective Bidders are strongly encouraged to attend the Pre-Bid Meeting, however, the meeting is not mandatory.

Questions, comments, or concerns of any Bidder regarding bidding or the Contract Documents or the project, **must be submitted through the BidNet Direct/MITN website** no later than 2:00 PM on Tuesday, July 23, 2024. No inquiry received after this deadline will be given consideration.

Addenda issued to Bidders prior to the date of receipt of proposals shall become a part of the Contract Documents and all proposals shall include the work described in each Addenda issued. Addenda will only be made available through the BidNet Direct/MITN website. It is the responsibility of the Prospective Bidder to check this website prior to the bid submission deadline to ensure all addenda issued have been acknowledged.

IMPORTANT: Bids will be received electronically on the BidNet Direct/MITN website on or before the time and date given above. The bid opening will be conducted virtually via Microsoft Teams at the time listed above and meeting information listed below.

Website: https://teams.microsoft.com/
Meeting ID: 227 059 555 885
Passcode: 7DYKvE
Phone: 248-333-6396
Phone Conference ID: 473 502 803#

A certified cashier's check or bid bond for a sum not less than five percent (5%) of the amount of the proposal will be required for each proposal. **A pdf version of this Certified Check or Bid Bond must be included with your Electronic Bid Submission Response.** The successful bidder will be required to furnish the original certified bid check, satisfactory performance, labor and material, and maintenance and guarantee bonds in the amount of 100% of the project prior to award.

The Owner reserves the right to accept any proposal, to reject any proposal and to waive irregularities in the proposals.

Jim Nash
Oakland County Water Resources Commissioner

1. SCOPE OF WORK

The work under this Contract shall consist of the items listed in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents.

2. RECEIPT AND OPENING OF BID PROPOSALS

A. Proposals will be received virtually by the Office of the Oakland County Water Resources Commissioner, ("Owner") via www.bidnetdirect.com.

B. Bids must be submitted only on forms provided by Owner. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully executed when submitted and not modified in any way.

D. Bids shall be made in full conformity with all the instructions, requirements and conditions set forth in the Information for Bidders and in the Drawings, Specifications and other Contract Documents. Bids are firm, and no bid may be withdrawn for a period of 120 days after opening of bids. Withdraw of the bid will result in the forfeiture of the Bidder's Bid Bond.

E. **Any bid received after the exact time specified for receipt will not be considered. This** material requirement is not subject to waiver by Owner.

~~3. ESCROW BID DOCUMENTS~~

~~The three (3) lowest Bidders will be required to place their Bid Documents in escrow within one (1) business day of the Bid opening in accordance with the attached Escrow Bid Documents Provision Specification. In addition, Owner reserves the right to require additional Bidders to place their Bid documents in escrow also, as provided in the attached Escrow Bid Documents Specification. Such additional Bidders will be notified within 24 hours of the Bid. Contractors bidding on this project are required to maintain all bid notes, take offs, and other Bidding Documents required for inclusion in the Escrow Bid Documents. Failure to submit the Escrow Bid Documents as required may result in a rejection of the Bid.~~

4. DEFINITIONS

Certain terms used in the Contract Documents shall have the meanings indicated in the General Conditions and Supplementary Conditions which are part of the Contract Documents.

5. INSPECTION OF SITE, INSPECTION OF CONTRACT DOCUMENTS, PLANNING AND ANALYSIS

A. Before submitting a proposal, each Bidder is responsible for inspecting the site of the proposed work, and the surrounding premises, to arrive at a clear understanding of the conditions under which the work is to be performed.

B. Before delivery of its proposal, each Bidder is held to have compared the conditions of the site where work is to be performed with the Contract Documents and to have satisfied itself as to the conditions of the site and surrounding premises, including any obstructions, all excavating, filling in, and quantities, and any other conditions affecting

the carrying out of the work, including the weather conditions of the project area. Each Bidder must obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect its work. Each Bidder must acquaint itself with the character and extent of the operations of the Owner and any other contractors in the area of the work, so that the Bidder can plan its work accordingly.

C. Bidders must estimate the quantity of materials, labor and equipment required for the work by examination of the site and a review of the Contract Documents including Addenda, and by carefully considering all other relevant factors. Bidder warrants that by submitting its Bid, it had no misunderstanding concerning the quantities or nature of the work to be performed, and the Bidder will assert no such claim asserting such a misunderstanding.

D. No allowances or extra payment will be made to Contractor because of costs or expenses occasioned by Contractor's failure to comply with the provisions of this section, or by reason of error or oversight on the part of the Bidder, or on account of interference by the activities of the Owner or any other contractor where those activities are apparent, or are made known to the Bidders during the bidding process.

E. For bidding purposes, the Bidder is responsible for evaluating the compatibility of proposed construction methods with the Contract Documents, and soil and site information. Bidders must carefully study and compare all portions of the Contract Documents and must notify the Engineer, in writing, prior to the deadline for pre-bid questions, of any concerns, questions, apparent ambiguities, conflicts, incompatibilities, apparent errors, or other discrepancies evident in the Contract Documents.

F. The successful Bidder must complete the work under whatever conditions it may create by its own actions or inactions, sequence of construction, construction means and methods, or other conditions it may create or cause to be created at no additional cost to Owner.

6. UNDERGROUND CONDITIONS

A. The Engineer historical geotechnical data which are available to the Contractor.

B. Bidders only may rely on technical data contained in such reports except where indicated otherwise in the Contract Documents. Evaluations, analyses, recommendations, or conclusions contained in such reports shall not be relied upon in formulating any Bid for the work. This data is offered to the Bidders as information about underground and site conditions only at the locations at which any soil borings, sampling, or other data collection were made. The Owner does not represent or warrant that the underground conditions encountered at or near the site during construction will generally or specifically conform to underground conditions described in the data in these borings or any accompanying descriptive report.

C. Each Bidder and the Contractor awarded the project shall draw their own conclusions as to site, underground or soil conditions from their own experience, independent knowledge and investigation of the site, and they should each secure such other and additional information and data as they consider necessary or desirable to check and

supplement the provided underground data for specific locations. The Contractor is required to complete the work under any job or field condition which was present and/or ascertainable prior to Bidding.

D. All Bidders that seek to conduct any additional underground or site exploration or testing must do so at their own expense as necessary. Such Bidders must contact the Owner and obtain its written permission before proceeding.

E. Any additional exploration conducted by Bidders must be performed in a manner which precludes unnecessary disruption of the soils or which impedes construction operations and must be performed in compliance with the Mineral Well Act, Act No. 315 of the Public Acts of 1969, as amended, MCL 319.211, et. seq. Any Bidder performing exploration work must restore all areas of exploration to its original condition. By entering the site to conduct such investigation and testing, the Bidder agrees to indemnify, defend and hold harmless all of the persons identified in the indemnity provisions of the General and Supplementary Conditions to the full extent of the indemnity obligation set forth in those Contract Documents.

7. AWARD OF CONTRACT

A. The Contract, if awarded, will be awarded to the lowest, responsive, and responsible bidder, subject to the final approval by the Oakland County Water Resources Commissioner. The Contract will be awarded subject to receipt of funds to finance the project and acquisition of easements, during which time the proposal guarantees of the lowest three responsive, responsible Bidders will be held.

B. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Labor and Material Bond and Maintenance and Guarantee Bond and shall provide proofs of insurance coverage in accordance with the Contract Documents within ten (10) calendar days of the delivery date of the Notice of Award to the successful Bidder. The necessary Agreement and Bond forms shall accompany the Notice of Award. If the Contractor awarded the project fails to execute the Agreement, submit Performance Bond, Labor and Material Bond and Maintenance and Guarantee Bond and provide proofs of insurance coverage in accordance with the Contract Documents within ten (10) calendar days of the delivery date of the Notice of Award, the Owner may declare the Contractor in default, in which case the Proposal Guarantee accompanying the Proposal will be forfeited to the Owner.

8. INTERPRETATION OF CONTRACT DOCUMENTS

A. Neither Owner nor the Engineer will give verbal instructions prior to the award of the Contract. Any verbal statements regarding the Contract by any person are not authorized and do not constitute representations, warranties, modifications, agreements, or promises, express or implied, and may not be relied upon by Bidders.

B. Bidders seeking explanations regarding the project or the Contract Documents must submit written requests to the Engineer, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to all parties that have taken out Contract Documents. The determination of the necessity of explanations will be in the sole discretion of the Engineer and Owner and no obligation to provide a reply or addendum will be implied.

C. Questions, comments, or concerns of any Bidder regarding bidding or the Contract Documents or the project, must be submitted in writing and in advance of the opening of bids per the time period specified in the Advertisement.

D. Addenda issued to Bidders prior to the date of receipt of proposals shall become a part of the Contract Documents and all proposals shall include the work described in each and every Addenda issued.

9. NAME AND STATUS OF BIDDER

A. The name and legal status of the Bidder, that is, as a corporation, limited liability company, partnership, limited partnership or individual, must be stated in the Proposal.

B. The place of residence of Bidder, or the office address in the case of a firm or company with county and state, must be stated in the Proposal.

C. Unless the legal status of the Bidder is an Individual, the signature(s) of the signing official(s) must be accompanied by the appropriate Resolution or Certificate Form found at the end of the Proposal, properly executed, authorizing the official(s) to sign both the Proposal Form and the Contract. Failure to submit this form is basis for rejecting the Bid.

10. QUALIFICATION OF BIDDERS AND SUBCONTRACTORS

A. Except as otherwise reserved herein, Owner will only award the Contract to a responsible Bidder. A finding that the Contractor is not responsible in connection with this project shall not necessarily preclude the Bidder from bidding and performing work on other projects for the Owner.

B. Factors to be considered in determining whether Owner's standard of responsibility has been met shall include, but not be limited to, whether the Contractor has:

1) The appropriate financial, material, equipment, facilities, and personnel resources and expertise available, or the ability to obtain them, necessary to indicate it is capable of meeting all contractual requirements;

2) A satisfactory record of performance;

3) A satisfactory record of integrity;

4) Qualified legally to contract with Owner and has supplied all necessary information in connection with the inquiry concerning responsibility.

5) If Contractor has been deemed non-responsible in the past, provided a detailed explanation of its remedial actions subsequent to the determination to address any concerns expressed by the authority making the declaration such that the authority would consider awarding a contract to the Contractor, notwithstanding past concerns about Contractor's performance.

C. The Contractor must supply information requested by Owner concerning the

responsibility of the Bidder. If the Bidder fails to supply the requested information, the Owner must base the determination of responsibility upon any available information or may find the Bidder non-responsible if such failure is unreasonable. A finding that the Bidder has failed to make a required disclosure or submitted false information may result in immediate disqualification of the Bidder.

D. Within 10 days after bids are received by the Owner, the Contractor who has submitted the low bid must, upon request of the Owner, complete and submit to the Owner the following:

1) MIOSHA Form 300 – "Log of Work-Related Injuries" for the last 3 years.

2) MIOSHA Form 300A - "Summary of Work-Related Injuries & Illnesses" for the last 3 years.

E. In addition to meeting the criteria set forth in this Article, and the submission of the required information requested herein, the ability of the Contractor and its identified Subcontractors to proficiently handle technical issues, safety, scheduling, and administrative issues as demonstrated by its past performance on projects for the Owner, as well as projects for other public agencies, will be considered in determining whether a Contractor is a responsible contractor for this project. Past performance issues to be considered include, but are not limited to, the following:

1) Failure to adhere to and/or comply with Contractor's obligations in the Contract Documents

2) Failure to follow administrative procedures and provisions in the Contact Documents

3) Submission of false claims or falsely inflated claims

4) Failure to prosecute the work in accordance with the Plans and Specifications included in the Contract Documents

5) Failure to follow bidding instructions.

F. The Bidder shall promptly submit upon request by the Owner, any additional information necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

G. The existence of any judgment, citation, default, finding of non-responsibility or other negative information disclosed by Contactor in its Experience and Qualification Statement or independently discovered by Owner, or Contractor's failure to provide the certifications required by this Article, will be considered, among all other factors, in determining whether a Contractor is a responsible Bidder for this project. As part of its response, Contractor may submit an explanation of the facts giving rise to the judgment, citation, default, or negative finding, or reasons why the required certifications cannot be provided, and ask Owner to deem the Contractor both responsive and responsible notwithstanding such facts or omissions.

H. The requirements identified above are not an exhaustive or exclusive list of all qualifications required of the Contractor, its Subcontractors, or personnel. The minimum requirements indicated above are in addition to any other requirements contained elsewhere in the Contract Documents and/or typically considered under state or federal procurement law.

I. Owner may, when circumstances warrant, accept any Bidder as a responsible Bidder despite its failure to meet all of the minimum standards set out herein. To the extent that special circumstances exist which a Bidder believes render the Bidder a qualified and responsible Bidder for this project, despite the failure to meet one or more of the standards for qualification set out herein, the Bidder may submit a notarized sworn statement explaining the special circumstances and requesting consideration of its Bid. Notwithstanding the foregoing, Owner has no obligation to consider such special circumstances, or to disregard the requirements set forth in this Article and elsewhere in the Contract Documents and deem the Bidder responsible.

J. Bidder must attend a pre-award conference to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

K. If a Bidder who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding will be prepared by the Owner upon request. A copy of the determination will be sent promptly to the non-responsible Bidder. The final determination will be made part of the bid file.

L. The Contractor must self-perform at least 51% of the construction trade work as determined by dollar value. This does not include General Conditions.

11. CONTRACTOR AND SUBCONTRACTOR INFORMATION AND LISTING

A. Bidder must provide a completed Experience and Qualification Statement (DC-118) with its bid. Additional qualification information as requested by Owner shall be submitted within 10 days after bids are received by the Owner including but not limited to a completed Experience and Qualification Statement (DC-118) for each and every Subcontractor who will work on the project.

B. Bidders shall submit with their bid a list by name, trade and scope of work each and every Subcontractor who will perform Work with a value in excess of 10 % of Bid Total.

12. PRELIMINARY SCHEDULE

A. Each Bidder shall submit with their bid a Preliminary Schedule demonstrating the Bidder’s plan to complete the construction work within the time allowed in the Agreement and to achieve the completion of any milestones identified in the Contract Documents. The requirements of the Preliminary Schedule are described in the General Specification.

B. Failure to provide the requested schedule may result in the Contractor being declared non-responsive.

C. The Bidder's Preliminary Schedule shall be based on a Notice to Proceed date identified in the Proposal.

13. ADDITIONAL BIDDING INFORMATION

The Advertisement, which precedes the "Information for Bidders" and the Contract Documents as defined in the General Conditions may contain additional bidding information and is considered a part of these instructions.

14. EQUALS AND SUBSTITUTIONS

Anticipated proposed Equals and Substitutions shall not be the basis for any bid pricing. For the purpose of bidding, Bidders shall base their bid on the design and any specified products. Equals or Substitutions may be submitted for consideration after the award of the Contract. Approval of proposed Equals or Substitutions are discretionary, and Contractor waives the right to make a claim on that basis. Bidders shall not assume that any contemplated Equal or Substitutions will be approved. The Contractor will be responsible for Engineer Fees for review, analysis, tests and/or all other costs necessary to review, analyze and/or implement a proposed Substitution regardless of whether the proposal is approved.

~~15. OWNER CONTROLLED INSURANCE PROGRAM~~

~~Owner may provide an Owner Controlled Insurance Program ("OCIP") for this project. If provided, Bidders, including Subcontractors and vendors, will include the cost of the insurance required by the Contract Documents, including those in the General Conditions and Supplementary Conditions in their Bid Proposal. Eligible Contractors, Subcontractors and vendors are required to enroll in, and be approved for the OCIP program prior to starting work on the project. If approved and enrolled in the OCIP, the insurance costs and mark up on the insurance of the Contractor, Subcontractors and vendors will be deducted from the Contract Price using a deductive change order for the lines of insurance coverage provided in the OCIP. Determination of the lowest Bidder will be made with the cost of insurance included in the Bid, pursuant to the General and Supplementary Conditions of the Contract. The OCIP information is identified in an Appendix to the Contract Documents. Copies of the OCIP Policy documents are attached to the Contract Documents. In submitting a Bid for this project, Bidders, including Subcontractors and vendors, accept the terms of the OCIP and the coverage shown in the attached policy documents. Any other insurance coverages deemed necessary by Bidder shall be obtained by Bidder at Bidder's exclusive cost and expense and no premiums for additional coverage shall be charged to Owner.~~

16. PROPOSAL GUARANTEE (BID BOND)

A. Each proposal shall be accompanied by a Bid deposit in the form of a certified check, a cashier's check or Bid Bond executed by the Bidder and a qualified, acceptable Surety Company, payable to the Oakland County Water Resources Commissioner in the amount of Five Percent (5%) of the accompanying Bid, as guarantee on the part of the Bidder that it will, if called upon to do so, enter into a Contract in the form of the Contract Documents, perform the work required by the Contract Documents, at the prices stated, and furnish acceptable surety for its faithful and entire fulfillment.

B. The Bid deposits of all, except the three (3) lowest Bidders, will be returned within 48

hours after the Bids are opened. The Bid deposits of the apparent second and third lowest Bidders that the Owner has retained will be returned after the signed Contract has been delivered and the required bonds and insurance of the Contractor have been finally approved by the Owner, or after rejection of all Bids.

17. GUARANTEE BONDS

A. In addition to the Bid Bond, the Contractor shall furnish the Owner the following bonds prior to the Contract being executed:

1) A Performance Bond in an amount at least equal to 100% of the Contract Price as security for faithful performance on the Contract.

2) A separate Labor and Material Payment Bond in an amount at least equal to 100% of the Contract Price as security for payment of all persons performing labor and furnishing materials in connection with the Contract.

3) A Maintenance and Guarantee Bond in an amount at least equal to 100% of the Contract Price.

18. BOND REQUIREMENTS

A. All bonds required of Bidder or Contractor shall meet the following requirements:

1) The Bidder or Contractor shall pay the premiums.

2) The form of the bonds shall be as appended herewith (NOTE: the form of Bid Bond is NOT incorporated in the Contract Documents).

3) The surety on the bonds shall be a corporate bonding company named on the current list of Surety Companies acceptable on Federal Bonds as published in the U.S. Treasury Department Circular Number 570. In the event that the surety is ever delisted on the cited Circular, Owner may, in Owner's sole discretion, demand and Contractor shall provide replacement Bonds from a then listed surety at no additional cost to Owner

4) The surety shall be a corporate bonding company authorized and admitted to transact business in Michigan and subject to service of process and personal jurisdiction in Michigan. A copy of the certificate issued by the State of Michigan evidencing such authorization shall be furnished to Owner.

5) The surety shall be a corporate bonding company, which is otherwise satisfactory to Owner. Without limiting the other factors upon which Owner may determine the acceptability of a surety, Owner specifically reserves the right to reject any surety which has denied, delayed or obstructed payment or discharge of the sureties' obligations under a prior bond in favor of Owner.

6) Attorneys-in-Fact who sign bonds must file with each bond a certified copy of a currently effective and dated Power of Attorney.

7) The Owner may, but is not obligated to, require the substitution of any of the bonds by Bidder or Contractor upon the occurrence of any of the events referred to herein and in the General Conditions or Supplementary Conditions.

8) Providing the bonds required hereunder shall not establish that a Bidder is qualified, responsive or responsible, and shall not limit Owner's right to review Bidder's qualifications and reject any Bid.

19. PRE-BID MEETING & SITE TOUR

All Bidders must attend the pre-bid meeting. Bidders shall refer to the Advertisement (WRC ADV DC-116) found elsewhere in these specifications for pre-bid meeting and site tour requirements.

20. REJECTION OF BIDS

Owner reserves the right to reject any or all Bids. The Owner further reserves the right to waive any non-material irregularity or informality in the Bids. The Owner reserves the right to reject any Bid submitted by any Bidder that the Owner determines is not a responsive or responsible Bidder based on information supplied by the Bidder or on any other information that the Owner receives or acquires on its own, including the past experience of the Owner and/or any other public agency owner with the Bidder. Owner’s rights in this regard may be exercised in Owner’s sole discretion and Owner shall not have any obligation to exercise or refrain from exercising these rights.

21. OVERTIME COMPENSATION

Refer to the Labor Standards Provisions, EPA Form 5720-4 and the U.S. Department of Labor Memorandum No. 143 for further information. Labor compensation, including Overtime shall be governed by applicable local, federal and state law and regulations.

22. WORK WITHIN VARIOUS MUNICIPALITIES, CONSTRUCTION PERMITS, ROAD PERMITS, ETC.

A. The Contractor shall conform to the various requirements of the municipality within which work is being performed and shall obtain, at its own expense, all permits required.

B. In addition, certain public highways and subdivision roads are under the jurisdiction of the Michigan Department of Transportation, Road Commission for Oakland County, and/or the local municipality. Contractor shall obtain, at Contractor’s own expense, all permits required by these organizations to use the roads under their jurisdiction.

C. If the scope of the work requires work to be performed within other private properties/easements, Contractor shall comply with the conditions of these easements at its own expense. Applicable easement documents will be made available before work begins.

23. CONTRACT DOCUMENTS

Each Bidder is obligated to carefully review all materials included or referenced in the Contract

Documents including, without limitation, the General and Supplementary Conditions. The Contract Documents are defined in the General and Supplementary Conditions and the Bidder must familiarize itself with all provisions, terms and conditions of all Contract Documents.

24. OWNER'S RESERVATION OF RIGHTS

A. In addition to Owner's rights in Article 20 - Rejection of Bids above, Owner reserves the following rights in connection with this Invitation to Bid:

1) Withdraw the Invitation to Bid at any time, in the Owner's sole discretion.

2) Make an award under the Invitation to Bid in whole or in part.

3) Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the Invitation to Bid.

4) Seek clarifications and revisions of proposals.

5) Use proposal information obtained through site visits, management interviews and Owner's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Owner's request for clarifying information in the course of evaluation and/or selection under the Invitation to Bid.

6) Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent Invitation to Bid amendments.

7) Change any of the scheduled dates.

8) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders.

9) Waive any requirements that are not material.

10) Negotiate with the successful Bidder within the scope of the Invitation to Bid in the best interests of the Owner.

11) Conduct contract negotiations with the next responsible Bidder, should the Owner be unsuccessful in negotiating with the lowest, responsible Bidder.

12) Utilize any and all ideas submitted in the proposals received.

13) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.

EXPERIENCE AND QUALIFICATION STATEMENT OF

_____

(Legal Name of Bidder)

SUBMITTED TO:

Oakland County Water Resources Commissioner
Building 95 West – One Public Works Drive
Waterford, Michigan 48328-1907

REGARDING:

VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

CONFIDENTIAL INFORMATION

IMPORTANT – This Experience and Qualification statement shall be filled out for submittal with the Bid. This statement, to be acceptable, must give full information for every applicable item.

1.	**BUSINESS NAME: (Do not abbreviate and hereinafter referred to as "Contractor")**					
2.	**BUSINESS ADDRESS: (Not a post office box)**					
3.	**CONTACT INFORMATION**					
	Contact Person:					
	Email:					
	Telephone:					
	Fax Number:					
4.	**LEGAL STATUS: (Fill in appropriate boxes and spaces)**					
	A. INDIVIDUAL – (Named in Item 1)					
	Home Address:					
	Age:					
	B. ASSUMED NAME – Registered in			County, Michigan		
	Date:					
	Name of Each Individual	Home Address				Age
	C. PARTNERSHIP – Date Organized			General		Limited
	Partnership Registered in			County, Michigan		
	Name of Each Individual	Home Address				Age
	D. CORPORATION – Date Incorporated			State		
	Licensed to do Business in Michigan	Yes No		Date:		
	Capitalization: Total Authorized $			Paid in Cash $		
	Officers	Name		Home Address		
	President					
	Vice President					
	Secretary					
	Treasurer					

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

5.	**Years in Business Under Present Name and Legal Status**			Years *
	* If less than 10 years, were you previously engaged in present line of work under another name or legal status? □ No □ Yes, as listed below:			
	Previous Name:			Individual
	Address:			Partnership
	Dated: From	To		Corporation
	Years Engaged in Work of the Character Covered by this Statement			Years

6. OTHER INTERESTS

Are there any inter-related companies, either partnerships or corporations, or other individuals who will in anyway, financial or otherwise, be involved in this Contract? □ No □ Yes, as listed below:

Name	Nature of Business	Relationship

Has any person named in Item 1 or 4 ever been, or still is, a principal, partner, or officer in a contracting organization in addition to the one named herein? □ No □ Yes, as listed below:

Individual's Name	Position	Organization Name	Dates

Did any of the above organizations ever fail to complete work or default on a contract while any person named in Item 1 or 4 was a partner or officer? □ No □ Yes, attach statement as to when, when, why, and who bonded the work

Are there any other construction-related companies in which, now or in the past five years, Contractor or any of the individuals or business entities listed above either owned or own 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other company? (Attach additional pages if necessary.) □ Yes □ No

Company Name	Company EIN (If available)	
Company's Primary Business Activity		
Company Address		

Explain relationship with the company and indicate percent of ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that Contractor has in common with this company? □ Yes □ No

Individual's Name *(*Include *middle initial)*	Position/Title with Company

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

	Does Contractor have any construction-related affiliates not identified in the response to questions above? *(Attach additional pages if necessary.)* □ Yes □ No				
	Affiliate Name		Affiliate EIN (if available)		
	Affiliate's Primary Business Activity				
	Affiliate Address				
	Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:				
	Are there any shareholders, directors, officers, owner, partners or proprietors that Contractor has in common with this affiliate? Yes No				
	Individual's Name *(Include middle initial)*	Position/Title with Company			
	Has Contractor participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*				
	Joint Venture Name		Joint Venture EIN (if available)		
	Identify parties to the Joint Venture				
7.	**PAST EXPERIENCE OF BIDDER:**				
	Largest Gross Amount of Work Done in One Year	$		Year	
	Largest Single Contract Completed: Work Performed as:		Prime Contractor		Subcontractor
	Joint Venture with:				
	Type and Location of Work:		Contract Price $		
	Architect/Engineer or Owner:		Date Completed:		
	If above project (listed in Item 7 above) is not the same general type as the present contract, list the largest contract of such similar type completed.				
	Type and Location of Work		Contract Price $		
	Architect/Engineer or Owner:		Date Completed:		
	Work Performed as:		Prime Contractor		Subcontractor
	Joint Venture with:				
	In Schedule A, list work completed during at least the last 5 years that was of similar type and comparable size to the proposed work.				
	OR If work of similar type and/or comparable size has not been previously completed, attach a statement giving reason for being qualified to satisfactorily perform the proposed work. So indicate an attachment by checking the box				
8.	**PRESENT WORK:**				
	Do you now have other work? □ No □ Yes, having a total value of $				
	* In Schedule B, list present work and related data.				
	Is any of the present work behind schedule? □ No □ Yes – Attached as statement giving reasons for delay and other pertinent data				

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

SCHEDULE A – COMPLETED WORK					
Type of Work	**Owner's Name Name/Address & Telephone No. of Point of Contact**	**Architect or Engineer Name/Address/Telephone No. of Point of Contact**	**Construction Cost**	**Date Completed**	**Prime or Sub**

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

SCHEDULE B – PRESENT WORK					
Type of Work	Owner's Name Name/Address & Telephone No. of Point of Contact	Architect or Engineer Name/Address &Telephone No. of Point of Contact	Contract Amount	Completion	
				Date Required	% to Date

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

9.	**EXPERIENCE OF KEY PERSONNEL:**			
	Give a brief resume of the construction experience of the Principals named in Items 1 or 4 and the key personnel that will be working on the project (If space is not sufficient attach a supplemental statement.)			
10.	**SURETY (Bonding Company)**			
	Surety (not the agent) who will bond this Contract:			
	Name:			
	How long has this Surety been bonding your work? Years			
	* If less than 3 years, give name of previous Surety:			
	What is your maximum bonding limitation?	$	**(This Must Be Stated)**	
	What amount of present work is bonded?	$		
	Net amount still available for new work?	$		
	Individual official of Surety who can verify above and furnish additional information:			
	Name:			
	Address:			
	Telephone Number:			
	Email:			
	If a corporation, will any or all officers be required by the Surety to pledge their own personal assets as a condition for obtaining the bonds required for this Contract?			
	□ No □ Yes, as named below:			
11.	**INSURANCE:**			
	List the types of insurance applicable to the proposed work, which are currently carried, giving the names of the insurers and the basic limits of the respective coverage.			
	Type	Insurance Company	Limits	
	Worker's Compensation		One Person	$
	Public Liability		One Accident	$
	Property Damage		Each Accident	$
			Aggregate	$
	Insurance representative or agent who can verify above and furnish additional information:			
	Name:			
	Address:			
	Telephone Number:			
	Email:			
	Have you ever had an insurance policy of any of the above types canceled? □ No □ Yes – Explain below:			
	Type:	Insurer:	Date:	
	Reason:			

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

12.	**SUPERVISION:**						
	Name of person who will be in responsible charge of the respective phases of the Work.						
	A. General Overall Supervision						
	Name:				How long in your employ?		
	Telephone Number:		Age		How long in this capacity?		
	Address:						
	Email:						
	Construction Experience:						
	B. Superintendence on Site						
	Name:				How long in your employ?		
	Telephone Number:		Age		How long in this capacity?		
	Address:						
	Email:						
	Previous capacity with you, if other than above:						
	Last jobs on which he acted in similar capacity:						
	Type and Location	Architect/Engineer or Owner		Construction Cost		Date Completed	
				$			
				$			
	Largest job, if other than above, on which he acted in similar capacity:						
	Type and Location	Architect/Engineer or Owner		Construction Cost		Date Completed	
				$			
				$			
	Oakland County job, if any, or different from above in similar capacity:						
	Type and Location:			Dates employed:			
	Will he perform any other specific work at site than that of Job Superintendence? □ No □ Yes – Explain below:						
13.	**CONSTRUCTION EQUIPMENT:**						
	Do you permanently maintain an equipment yard □ Yes □ No?						
	Yes – Located at:						
	What facilities are there provided other than storage?						
	No – State where equipment is temporarily stored:						
	What major items of construction equipment will be available for use on the proposed work? List separately equipment now owned and that which will be purchased or rented.						
	If the type of work is such that it may be done in separate crews working concurrently at different locations, then separately list that equipment that will be available for each crew.						

13.	**CONSTRUCTION EQUIPMENT:** (continued)			
	Type of Equipment	**Size**	**Make**	**Years Old**

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

14. SUBCONTRACTORS:

Approximate total value of subcontractors	$

Complete the table below for each Subcontractor who will perform Work in excess of 10% of Bid Total.

Name of Subcontractor & Trade	Part of Work	Used Before?	
		Yes	No

Have firm commitments and prices been obtained for required equipment and materials Do you permanently maintain an equipment yard □ Yes □ No? If No, Explain:

Have all proposed Subcontractors and Suppliers been made aware of the time allowed for completion of the Work and the related liquidated damages provision Do you permanently maintain an equipment yard? □ Yes □ No? If No, Explain

15.	**INTEGRITY - CONTRACT BIDDING - Within the past ten (10) years, has Contractor, an affiliate, related or any predecessor company or entity:**	
15.1	Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	Yes No
15.2	Been subject to a denial or revocation of a government prequalification?	Yes No
15.3	Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes No
15.4	Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes No
15.5	Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	Yes No
15.6	Agreed to a voluntary exclusion from bidding/contracting with a government entity?	Yes No
15.7	Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	Yes No
	For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state “unknown”.	
16.	**INTEGRITY - CONTRACT AWARD - Within the past five (5) years, has Contractor, an affiliate, or any predecessor company or entity:**	
16.1	Defaulted on or been suspended, cancelled or terminated for cause on any contract?	Yes No
16.2	Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	Yes No
16.3	Entered into a formal monitoring agreement, consent decree or stipulated settlement as specified by, or agreed to with, any government entity?	Yes No
16.4	Failed to complete a construction project due to financial difficulty?	Yes No
16.5	Had its surety called upon to complete any contract whether government or private sector?	Yes No
16.6	Has any officer or principal of submitting Contractor ever been an officer or principal of another organization when it failed to complete a construction contract?	Yes No
16.7	Forfeited all or part of a standby letter of credit in connection with any government contract?	Yes No
17.	**CERTIFICATIONS/LICENSES - *Within the past five (5) years, has Contractor, an affiliate, or any predecessor company or entity:***	
17.1	Had a revocation or suspension of any business or professional permit and/or license?	Yes No
17.2	Had a denial, decertification, revocation or forfeiture of Michigan certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	Yes No
	For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state “unknown”.	

18.	**LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS** **Within the past five (5) years, has Contractor, an affiliate, a related or any predecessor company or entity or any of the principals of the foregoing:**	
18.1	Been the subject of or involved in a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state of federal law?	Yes No
18.2	Been the subject of: (1) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or (2) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	Yes No
18.3	Received any OSHA or MIOSHA citation, with resulted in a final determination classified as serious or willful?	Yes No
18.4	Had a government entity file a willful prevailing wage or supplemental payment violation?	Yes No
18.5	Been removed from any construction project for safety violations?	Yes No
18.6	If so, was the removal admitted to be wrongful by the project owner, or found to be wrongful by a court of law, arbitration tribunal or administrative tribunal?	Yes No
18.7	Had a Michigan State Labor Law violation deemed willful?	Yes No
18.8	Entered into a consent order with the Michigan Department of Environment, Great Lakes and Energy or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	Yes No
18.9	Other than previously disclosed, been the subject to any citations, notices or violation order; a pending administrative hearing, proceeding or determination of a violation of: (1) Federal, state or local health laws, rules or regulations (2) Federal, state or local environmental laws, rules or regulations (3) Unemployment insurance or workers compensation coverage or claim requirements (4) Any labor law or regulations, which was deemed willful (5) Employee Retirement Income Security Act (ERISA) (6) Federal, state or local human rights laws (7) Federal, state or local security laws?	Yes No
19.	**CLAIMS AND SUITS.**	
	Has Contractor, an affiliate, or any predecessor company or entity ever failed to complete any work awarded to it? □ Yes □ No	
	Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against Contractor, an affiliate, or any predecessor company or entity or any of their respective officers? □ Yes □ No	
	Has Contractor, an affiliate, or any predecessor company or entity filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? □ Yes □ No	
	For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state “unknown”.	

20.	**FALSE CLAIMS**	
	Has Contractor, an affiliate, or any predecessor company or entity been found to have submitted false claims to any governmental agency by any court of the United States or any State Court? □ Yes □ No (If the answer to any of the questions below is yes, please attach details.) For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state “unknown”. Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.	
21.	**LEADERSHIP INTEGRITY**	
	If Contractor is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section. Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of Contractor, an affiliate, a related or any predecessor company or entity with any government entity been:	
21.1	Sanctioned relative to any business or professional permit and/or license?	Yes No
21.2	Suspended, debarred or disqualified from any government contracting process?	Yes No
21.3	The subject of or involved in a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state of federal law?	Yes No
21.4	Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (1) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (2) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny.	Yes No
	For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses.	

22.	**FINANCIAL AND ORGANIZATIONAL CAPACITY**	
22.1	Within the past five (5) years, has Contractor or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	Yes No
	If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with the numbered responses.	
22.2	Within the past five (5) years, has Contractor or any affiliate had any liquidated damages assessed over $25,000?	Yes No
	If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, relevant dates, the owner contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
22.3	Within the past five (5) years, has Contractor or any affiliate had any liens, claims or judgments over $25,000 filed against Contractor which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC flings.)	Yes No
	If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with the numbered responses.	
22.4	In the last seven (7) years, has the Contractor or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes No
	If "Yes," provide the Business Entity involved, the relationship to Contractor, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with the numbered responses.	

23.	**FINANCIAL STATEMENT:**
	A financial statement reflecting the condition of the business as of the last day of the operating year shall be furnished. This statement shall be prepared and signed by an authorized person having full knowledge of the financial condition. Any statement reflecting the financial condition as of a date 12 months or more prior to the bid submission shall be supplemented by a later interim statement. Particular attention is directed to the additional explanatory detail required for those items marked with an asterisk. The forms herein shall be used unless an independent certified public accountant's signed statement is submitted showing substantially the same information. **Certification of Person Who Prepared Financial Statement on the Forms Herein** I,_____ being the _____ (Title & Capacity) having full knowledge of the books and accounts of the party first named herein, do hereby certify that the financial statement as shown on the following sheets and any indicated attachments, fairly and truly sets forth the financial condition of the party first named herein, at the close of business on: _____ (Date) that being the last day of the operating year.
	A Supplemental Interim Statement, as of _____ (Date) is also submitted since the above referenced statement is 12 months or more prior to the bid submission
	Date Certified | | Signed: | |
	Financial Statement by Certified Public Accountant
	In lieu of furnishing the financial statement on the forms herein, submitted herewith as part of this Questionnaire is a Certified Public Accountant's signed statement of the financial condition of the party first named herein, prepared by _____ (CPA), at the close of business on: _____ (Date) that being the last day of the operating year.
	A Supplemental Interim Statement, prepared by the above, as of _____ (Date) is also submitted since the above referenced statement is 12 months or more prior to the bid submission.
	Additional explanatory information may be obtained directly from:
	Name:
	Address:
	Telephone Number:
	Email:

23.	**FINANCIAL STATEMENT**	Name:		
		Condition as of close of business (Date)		
	ASSETS		**LIABILITIES**	
	1. Cash	In Bank *	**13. Accounts Payable**	Accrued Payrolls
		On Hand		To Subcontractors
		Certified Bid Checks		Other
				Past Due *
	2. Accounts Receivable	Completed Contracts	**14. Notes Payable Within 12 Months**	To Banks – Regular
		Earned Estimates – Net		For Materials
		Retained Percentages		For Equipment
		Other Current		Other *
		Past Due *		
	3. Notes & Interest Receivable	Within 90 days	**15. Taxes**	Inc-Fed-City-Etc.
		After 90 days		Real & Personal Property
		Past Due *		Other *
	4. Stocks & Bonds, Etc.	Listed-Market Value	**16. Loans Due Within 12 Months**	Officers – Partners
		Unlisted-Present Value		Others *
	5. Material in Stock	For Current Work	**17. Other-Within 12 Months**	Equipment
		Other Uses *****		
	6. Other Current Assets		**18. Total Current Liabilities Total Current Liabilities**	
	7. Total Current Assets		**19. Due on Equipment – After 12 Months**	
	8. Equipment (Book Value)		**20. Due on Real Estate – After 12 Months**	
	9. Furniture & Fixtures		**21. Other Long Term**	
	10. Real Estate	For Business Use	**22. Reserve**	
		For Investment		
		Personal-Homestead		
	11. Other Assets		**23. Paid-in Capital Stock**	Common
				Preferred
	12. TOTAL ASSETS		**24. Surplus or Net Worth**	
	Line of Credit Established		**25. TOTAL LIABILITIES**	
	Amount		Contingent Liabilities	
			Notes Rec. discounted or sold	
	Bank – Name and Address		Accounts Rec. pledged or sold	
			As bondsman	
			As guarantee on contracts, etc.	
	Security Required by Bank		Other	
			Total Contingent Liabilities	

***** Additional explanatory detail for each starred item must be given on following pages

ADDITIONAL EXPLANATORY DETAIL OF FINANCIAL STATEMENT
(Starred * Items on Sheet)

1. Cash in Banks — Total $

Name of Bank	Location	Deposit in Name of	Amount

2. Accounts Receivable– Past Due — Total $

Receivable from – Name and Address	For What	When Due	Amount

Reason for Delay and When Payment Expected:

5. Materials in Stock – Other Uses — Total $

Material	Quantity	Amount	Material	Quantity	Amount

6. Other Current Assets — Total $

Description	Amount	Description	Amount

11. Other Assets — Total $

Description	Amount	Description	Amount

13. Accounts Payable – Past Due — Total $

Payable To – Name and Address	For What	When Due	Amount

14. Notes Payable Within 12 Months — Total $

Payable To – Name and Address	What Security	When Due	Amount

15. Taxes – Other — Total $

Nature	When Due	Amount	Nature	When Due	Amount

Form DC–118 **EXPERIENCE AND QUALIFICATION STATEMENT**

16.	**Loans Payable Within 12 Months**	Total $		
	Payable To – Name and Address	For What	When Due	Amount
17.	**Other Liabilities Payable Within 12 Months**	Total $		
	Payable To – Name and Address	For What	When Due	Amount
18.	**Other Liabilities Payable Beyond 12 Months**	Total $		
	Payable To – Name and Address	For What	When Due	Amount

USE FOLLOWING SPACE WHEN NECESSARY TO SUPPLEMENT ANY ABOVE INFORMATION – IF SUCH SPACE IS NOT SUFFICIENT, ATTACHED INFORMATION PROPERLY IDENTIFIED.

CAUTION!!!!!

Before submitting, has all required information been completely and accurately stated as you intended? Are you fully satisfied to have your qualifications and responsibility for receiving this Contract determined on the basis of your statements? If not, REVIEW AND REVISE.

REQUIREMENTS FOR SIGNING STATEMENT	
The statement shall be signed below in accordance with the following requirements applicable to the legal status of the party first named herein.	
A.	**Individual** – the signature of the individual
B.	**Individual Doing Business Under Assumed Name** – the assumed name to be stated, followed by the signature of the individual.
C.	**Partnership** – the company name to be stated, followed by the signature of at least one of the partners.
D.	**Corporation** – the full corporate name to be stated, followed by the signature and title of corporate officer authorized and qualified to sign for the corporation, and the corporate seal affixed.

CERTIFICATION

The undersigned hereby certifies: That the foregoing is a true statement of experience, qualifications and financial condition as to this date of the party first named herein, and is submitted to the Oakland County Water Resources Commissioner to aid the Water Resources Commissioner in determining the qualifications and responsibility of the party first named herein to be awarded a contract, and that any surety, company, vendor, or other parties named herein are hereby authorized to directly furnish the Oakland County Water Resources Commissioner with any additional information as may be deemed necessary by him to verify or clarify any statement made herein.

Company/Corporate/Assumed Name:	**Corporate Seal:**
Signature:	
Printed Name:	
Title:	

State of:	**Notary Seal and Signature:**
County of:	
Subscribed and Sworn Before Me This Date:	
Printed Name of Notary:	

PROPOSAL FOR THE VILLAGE OF LAKE ORION
PHASE 1 PUMP STATION IMPROVEMENTS

NAME OF BIDDER: _____

CONTACT NAME: _____

ADDRESS: _____

DATE: _____ TELEPHONE NO. _____

CONTACT NAME EMAIL: _____

TO: Oakland County Water Resources Commissioner
Building 95 West – One Public Works Drive
Waterford, Michigan 48328-1907

The undersigned, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding or proposing to supply materials or labor, and that it has examined the Contract Documents including but not limited to the Agreement, Contract Drawings, Advertisement, Information for Bidders, Proposal, Specifications, General Conditions, and the Supplementary Conditions and has also examined the soil boring logs, and other geotechnical information referenced in the Information For Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Office of the Oakland County Water Resources Commissioner, its agents, representatives, or employees, as to any conditions to be encountered in accomplishing the work specifically, but not exclusively, including underground conditions, and that its bid is based solely upon the Bidder's own independent judgment.

The following documents shall be submitted with the Bid:

Item Number	Description
1.	Proposal, completed and signed acknowledging all addenda
2.	Proposal Guarantee/Bid bond (5%)
3.	Preliminary Schedule based on the Time noted in the Agreement and an anticipated Notice to Proceed date of: September 1, 2024.
4.	Completed Form DC-118 Experience and Qualification Statement
5.	Signed Vendor Certification that it is not an “Iran Linked Business”

The Bidder hereby certifies that it has examined the Drawings, Specifications, Geotechnical Data, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that it has reviewed the proposed construction methods and finds them compatible with the conditions, which it anticipates from the above listed information, provided for bidding.

The Bidder shall complete the work under any job or field condition which was present and/or ascertainable prior to bidding. In addition, it shall also complete the work under whatever conditions it

may create by its own sequence of construction, construction methods, or other conditions it may create, at no additional cost to the Owner.

The Bidder declares that it has familiarized itself with the location of the proposed work and the conditions under which it must be constructed; also, that it has carefully examined the Plans, Specifications, and Contract Documents (including the Geotechnical Data), which it understands and accepts as sufficient for the purpose, and agrees that it will contract with the Oakland County Water Resources Commissioner to furnish all labor, material, tools and equipment necessary to do all the work specified and prescribed for the completion of the above mentioned Contract for the following named unit prices:

BID SHEET

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization, 5% Max	1	LS		
2	Color Audio-Video Recording of Construction Areas	1	LS		
3	Traffic Maintenance & Control	1	LS		
4	Soil Erosion & Sedimentation Control	1	LS		
5	LO - 7 Improvements, Complete	1	LS		
6	LO - 7 Dewatering	1	LS		
7	LO - 8 Improvements, Complete	1	LS		
8	LO – 8 Dewatering	1	LS		
9	LO - 9 Improvements, Complete	1	LS		
10	LO – 9 Dewatering	1	LS		
11	LO - 10 Improvements, Complete	1	LS		
12	LO - 10 Dewatering	1	LS		
13	New Force Main, 4” HDPE, HDD, LO-9	370	LF		
14	New Force Main, 4” HDPE, HDD, LO-10	530	LF		
15	Bypass Pump Connections and Valves	4	EA		
16	CIPP Lining Installation	80	LF		
17	Epoxy Coating	200	SF		
18	Permit Fee Allowance	1	LS	$5,000	
19	DTE Service Allowance	1	LS	$20,000	
20	SCADA Programming Services Allowance	1	LS	$258,000	

21	Cathodic Protection Allowance	1	LS	$15,000	

TOTAL BASE BID $_____
(Items 1 thru 21)

TAXES

The foregoing unit prices include all applicable Federal, State and Local taxes.

ADDENDA

This Proposal is based on the following Addenda in the table below:

Addendum Number	Date Issued

SUBCONTRACTORS AND MAJOR EQUIPMENT MANUFACTURERS/SUPPLIERS
The Bidder agrees, in accordance with the Information For Bidders, that it is concurrently with this bid, furnishing the Owner the required information relative to the qualifications of Bidder and Subcontractors required to be identified pursuant to the Information For Bidders. Bidder also agrees that Bidder will provide all other information as required with this bid and/or within the times specified in the Information For Bidder or other Contract Documents. Bidder acknowledges that this bid may be rejected if Bidder fails to provide any of the required information with this bid and/or within the times outlined in the Information For Bidders or other Contract Documents.

BID GUARANTEE

The Bidder encloses a certified or cashier's check or bid bond in the amount of Five Percent (5%) of the accompanying total bid.

_____ Certified Check
_____ Cashier's Check
_____ Bid Bond

The Bidder hereby declares that this bid was prepared by qualified personnel of its employ who inspected the Plans and Specifications, read and interpreted the Geotechnical Data and other information furnished by the Owner, and developed the Bidder's intended construction methods.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within ten (10) calendar days of the delivery date of the Notice of Award to the successful Bidder, then the undersigned shall be considered to have abandoned the Contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Oakland County Water Resources Commissioner.

If the Bidder enters into the Contract in accordance with this Proposal, or if its Proposal is rejected, then the accompanying bid guarantee shall be returned to the Bidder.

By submission of the Bid, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

In submitting this bid it is understood that the right is reserved by the Oakland County Water Resources Commissioner to reject any and all bids, to waive non-material irregularities and/or informalities, and to evaluate the responsiveness and responsibility of each Bidder. The Owner reserves the right to reject any bid submitted by any Bidder that the Owner determines is not a responsive and responsible Bidder based on information supplied by the Bidder or on any other information that the Owner receives or acquires on its own, including the Owner's past experience with the Bidder. The Owner further reserves the right to reject any bid submitted by any bidder, based on the sole preference of the Owner.

The Bidder shall indicate its legal status as provided herein.

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form below and strike out the other three listed below and complete the appropriate Resolution or Certificate.

A **Corporation** duly organized and doing business under the laws of the State of _____ for whom _____ whose signature is affixed to this Proposal, is duly authorized to execute Contracts.

A **Limited Liability Company** duly organized and doing business under the laws of the State of Michigan for whom _____ whose signature(s) is (are) affixed to this Proposal, is (are) duly authorized to execute Contracts.

A **Partnership or Joint Venture**, all members of which, with addresses, are:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

An **Individual**, whose signature is affixed to this Proposal.

_____ _____

Signed and Sealed this _____ day of _____ ,20____.

Authorized Signature of Bidder: _____

Print Name: _____

Title: _____

WITNESS By: _____

A. IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

RESOLUTION OF THE BOARD OF DIRECTORS
OF _____

The undersigned, being all of the members of the Board of Directors of _____, a _____ (state) Corporation (the "Corporation") do hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Corporation on the _____ day of _____, 20 _____, that the same have not been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of incorporation, the Articles of Incorporation and the Bylaws of the Corporation and either no shareholder consent is required or any necessary shareholder consent has been obtained:

RESOLVED, that any one or more of the officers of the Corporation referred to below be and hereby are authorized and empowered on behalf of the Corporation to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner which the Corporation could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Corporation and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the _____ Project in form and content as such officer deems necessary and appropriate and as approved by the Water Resources Commissioner.

2. All other agreements, instruments or documents as such officer deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the following are the true and correct names, signatures and titles of the officers of the Corporation referred to above:

NAMES	**SIGNATURES**	**TITLES**

RESOLVED FURTHER, that the acts of said person(s) or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of authorized person(s) or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the Board of Directors of _____ have executed this Resolution as of the ____ day of _____, 20___.

BOARD OF DIRECTORS

_____

_____

_____

B. IF BIDDER IS A LIMITED LIABILITY COMPANY, COMPLETE THE FOLLOWING:

RESOLUTION OF MEMBERS
OF _____ , L.L.C.

The undersigned, being all of the members of _____, L.L.C. a _____ (state) limited liability company (the "Company") do hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Company on the _____ day of _____, 20_____, that the same have not been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of incorporation, the Articles of Organization and the Operating Agreement and that no further member consent is required or any necessary member consent has been obtained:

RESOLVED, that any one or more of the members of the Company referred to be and hereby are authorized on behalf of the Company to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner which the Company could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Company and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the Village of Lake Orion Pump Station Improvements Project in form and content as the members deem necessary and appropriate and as approved by the Oakland County Water Resources Commissioner

2. All other agreements, instruments or documents as the members deem necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the acts of said member(s) or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Oakland County Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of authorized person(s) or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the Members have executed this Resolution of _____, L.L.C. as of the _____ day of _____, 20_____.

_____, L.L.C.

A _____ LIMITED LIABILITY COMPANY

MEMBERS:

_____

_____

_____

C. IF BIDDER IS A LIMITED PARTNERSHIP, COMPLETE THE FOLLOWING:

CERTIFICATE OF GENERAL PARTNER

_____, being the sole General Partner of _____ Limited Partnership, a _____ limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolutions duly adopted by the Partnership on the _____ day of _____, 20____, that the same have not, in any way, been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of formation the Certificate of Limited Partnership and that either no further partner consent is required or any necessary partner consent has been obtained:

RESOLVED, that _____, the sole General Partner, is hereby authorized and empowered on behalf of the Partnership to transact any and all business with Oakland County, acting by and through its statutory agent, the Oakland County Water Resources Commissioner which Partnership could, in any way, transact and is further authorized to execute, acknowledge and deliver on behalf of the Partnership and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the Village of Lake Orion Pump Station Improvements Project in form and content as such General Partner deems necessary and appropriate and as approved by the Water Resources Commissioner.

2. All other agreements, instruments or documents as such General Partner deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the following are the true and correct names of all general and limited partners of the Partnership:

NAMES	PARTNER
	General
	Limited
	Limited

RESOLVED FURTHER, that the acts of General Partner shall at all times be given full faith and credit without the necessity of inquiry by the Oakland County Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of the General Partner in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the sole General Partner of _____ Limited Partnership, hereby executes this Certificate of General Partner as of the _____ day of _____, 20_____.

GENERAL PARTNER

_____

D. IF BIDDER IS A PARTNERSHIP OR JOINT VENTURE, COMPLETE THE FOLLOWING:

CERTIFICATE OF PARTNERS

The undersigned do hereby certify that they are all the partners of _____, a _____ Co-Partnership or Joint Venture ("Partnership"), that the following is a true and correct copy of the resolutions duly adopted by the Partnership on the _____day of _____, 20____, that the same have not, in any way, been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of formation the Certificate of Co-Partnership and that either no further partner consent is required or any necessary partner consent has been obtained:

RESOLVED, that the undersigned are hereby authorized and empowered on behalf of the Partnership to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner which the Partnership could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Partnership and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of the Village of Lake Orion Pump Station Improvements Project in form and content as such partner deems necessary and appropriate and as approved by the Oakland County Water Resources Commissioner.

2. All other agreements, instruments or documents as such partner deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the said partners or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Oakland County Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of the partners or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the partners of _____ hereby executes this Resolution as of the _____ day of _____, 20____.

PARTNERS:

_____

_____

_____

This **AGREEMENT**, hereinafter referenced as “Agreement” or "Contract", is made and entered into this _____ day of _____, 2024 by and between the **Oakland County Water Resources Commissioner** , pursuant Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended, hereinafter called the “Owner”, and _____ , a (Michigan Corporation/Limited Liability Company/ Partnership) whose address is _____ , Michigan, hereinafter referred to as “Contractor". In this Contract, either the Owner and/or the Contractor may also be referred to individually as a "Party" or jointly as "Parties.”

WITNESSETH

WHEREAS, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

1. THE WORK

A. Contractor shall perform and complete each and every one of the obligations required by the Contract Documents, including, without limitation, furnishing all labor, materials, goods, services and equipment necessary to complete the Project in strict accordance with the Contract Documents. The Contractor shall perform all Work shown and called for on the Drawings and described in the Specifications entitled **VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS prepared by Hubbell, Roth & Clark, Inc. 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824** who is the Engineer. Contractor acknowledges that there may be items of Work for which the Contractor is responsible to furnish or perform under the Contract Documents that are not shown or specified in the Contract Documents but are necessary for the proper execution, operation and completion of the Work and which are reasonably inferable from the Contract Documents and/or which are required to achieve a fully functional Project. Contractor shall provide all such items of Work as part of the Work without delay in its progress and without any increase in the Contract Times or Contract Price. The Contract Documents are defined in the General Conditions. Terms used in this Agreement shall have the same meaning as those terms defined and used in the General Conditions, which are attached hereto and incorporated herein by reference as if fully restated herein. The priority of Contract Documents is set forth in Article 1 of the General Conditions.

B. In order to induce the Owner to enter into this Agreement, the Contractor makes the following material representations:

1) Contractor has carefully considered all material aspects of the Contract Documents, Work, the Contract Drawings, locality, access routes, availability of materials, and all local conditions and federal, state, local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work;

2) Contractor has carefully studied the Project, all real property encompassing and surrounding the Project, all reports of investigations and tests of subsurface and latent physical conditions at the Project or otherwise affecting the cost, progress or performance of the Work;

3) Contractor has made or caused to be made all examinations, analyses, schedules, investigations and tests, borings and studies as it deems necessary

for the performance of the Work for the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, borings, reports or similar data are required by Contractor for such purposes;

4) Contractor acknowledges and agrees that the Contract Times and Contract Price are sufficient in all respects to allow the Contractor to complete the Work in strict accordance with the Contract Documents, including any work inferred therefrom;

5) Contractor has given Engineer written notice of all conflicts, errors, omissions and/or discrepancies that it has discovered, or reasonably should have discovered, in the Contract Documents and the written resolution thereof by Engineer, is acceptable to Contractor;

6) Contractor acknowledges that the Work, construction, reconstruction, and services will occur during all seasons of the year, including winter and wet weather months and under winter and wet weather conditions; notwithstanding these conditions, Contractor acknowledges that it has informed itself of the weather history of the area of the Site, including without limitation, conditions documented by N.O.A.A. for a 100-year history, and agrees to complete the Work and the Project within the Contract Times without exceeding the Contract Price; and

7) Contractor's Proposal is true and accurate in all respects and includes all Work necessary to complete the Project within the Contract Times and without exceeding the Contract Price.

2. THE TIME

A. Contractor shall be prepared to begin the Work within 10 consecutive calendar days of the execution of the Agreement. Notwithstanding anything to the contrary herein, the Contractor shall not begin the Work unless and until the Owner issues a written notice to proceed ("Notice to Proceed"). The above requirement shall not constitute a representation or guarantee of the date that Owner will issue a Notice to Proceed. Owner shall have 45 calendar days following the execution of this Agreement to issue the Notice to Proceed, during which time the Contractor shall not be entitled to any increase in or change to the Contract Times or Contract Price. The Parties agree the Contract Times are considered essential elements of the Contract Documents.

B. Contractor agrees to achieve **Substantial Completion of the Work within 370 calendar days** of the Notice to Proceed and **Final Completion of the Work within 400 calendar days** of the Notice to Proceed. Specific interim completion deadlines are addressed in the Contract Documents.

C. If the Contractor is delayed by a Force Majeure Event, as defined in the Contract Documents, and if such delay affects the Critical Path, then only the approved Schedule and the Contract Times shall be adjusted, subject to and in strict conformance with the requirements of the Contract Documents, and only to the extent necessary to address such delay (but the total extension of all Critical Path Activities may not exceed the period of time required by the Contractor, using its best efforts, to mitigate the effect of

the delay). An extension of time shall be the Contractor's sole remedy for any delay caused by a Force Majeure Event. The Contractor shall use its best efforts to mitigate the effects of any delay, whether or not it is caused by a Force Majeure Event. Such best efforts shall not include the obligation to accelerate the Work. Acceleration of the Work is addressed separately in the Contract Documents.

D. Immediately upon (and not more than 24 hours following the commencement of) the occurrence of a Force Majeure Event, the Contractor shall notify the Owner and Engineer in writing, setting forth the cause of the delay, a description of the portions of the Work affected, and additional relevant details. Contractor's failure to submit the notice of Force Majeure Event required herein shall constitute a waiver of any claim for an extension of time by the Contractor. In the case of a continuing delay caused by a Force Majeure Event, only one notice is necessary.

E. No adjustments shall be made to the Schedule for any suspension, delay or interruption (i) to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, (ii) to the extent the delay could have been mitigated by the Contractor, or (iii) for which an equitable adjustment is provided or excluded under any other provision of the Contract Documents. The Owner's exercise of any of its rights under the Contract Documents or the Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.

F. The remedies provided in Article 2 of this Agreement and the General Conditions, respectively, shall be the sole and exclusive remedies (in lieu of all other remedies whatsoever) of the Contractor for any delay, interference, or hindrances in the performance of the Work, loss of productivity, impact damages and similar claims and damages, whether or not contemplated by the Parties. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, all direct costs, indirect costs, overhead costs (including field or home office overhead, using Eichleay formula or otherwise), taxes, interest, general and administrative expenses, profit and all effects, direct, indirect and consequential resulting from the delay including acceleration[(actual or constructive), hindrance, disruption, interference, diminished bonding capacity, loss of productivity, impairment, manpower inefficiencies, lost opportunity, and "ripple effects", impact damages or other similar remuneration (collectively "Delay Damages"). Except only for time extensions for a delay caused by a Force Majeure Event and as specifically provided in the Contract Documents, or for specified recoverable costs in cases of an Owner Delay (as that term is defined in the Contract Documents), the Contractor hereby expressly waives, covenants and agrees not to assert any claims against the Owner for Delay Damages which it or any Subcontractor or Supplier may incur as a result of any of the foregoing causes, delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from, out of or in connection with any Force Majeure Event or any act or omission of the Owner, its representatives or agents, it being understood and agreed that their sole and exclusive remedies shall be those set forth herein and the Contract Documents.

3. LIQUIDATED DAMAGES

A. The Contractor and the Owner agree that all time limits stated in the Contract Documents are essential conditions of the Contract Documents, and the Contractor's performance (strictly, not substantially) in accordance with the Schedule is the essence of this Agreement and therefore are material terms.

B. The Contractor acknowledges and recognizes that:

1) the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Times, and

2) the Owner has scheduled the commencement of its activities based upon the Contractor achieving certain Work by intermediate milestones dates and Substantial and Final Completion of all of the Work within the Contract Times.

C. The Contractor further acknowledges and agrees that if the Contractor fails to complete certain Work by specified milestone dates and/or fails to achieve Substantial Completion or Final Completion of any portion of the Work within the Contract Times, Owner will sustain extensive damages and serious loss as a result of such failures that may be difficult to calculate. Accordingly, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of **one thousand dollars ($1,000.00) per day** commencing upon the day following the expiration of any of the following: a required milestone date; the date of Substantial Completion, and/or the date of Final Completion of the Project and continuing until the required Work for any of the foregoing deadlines is completed. Liquidated damages in the amount as stated above also shall apply to any failure to open a road on time as outlined in the Summary of Work.

D. Because of the impracticality and difficulty of ascertaining and calculating the Owner's actual damages, such liquidated damages are hereby agreed to be a reasonable pre-estimate of and reasonable just compensation for the damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then and thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the date specified by the Owner, but in no event less than fourteen (14) days from the date of the Owner's demand. Interest shall begin to accrue on the date such liquidated damages are due until paid and shall thereafter accrue at seven percent (7%) per annum. The Contractor and Owner agree that the foregoing liquidated damages are intended to compensate Owner only for damages due to the late delivery of the Work and not for any damages that Owner may suffer as a result of other Contractor defaults. Contractor's payment (or deduction) of liquidated damages shall in no way restrict or limit the Owner's ability to recover (or the Contractor's liability for) damages suffered or incurred by the Owner as a result of Contractor's defaults unrelated to the late delivery of the Work under the Contract Documents.

4. ASSIGNMENT OF CONTRACT

Contractor agrees that it shall not assign or transfer this Contract except with the Owner's written consent. Contractor shall not assign either legally or equitably, any of the monies payable to it under this Agreement, or its claim thereto, except with the written consent of the Owner. The Owner may withhold such consent in the Owner's sole and absolute discretion.

5. THE CONTRACT PRICE

A. The Contract Price shall be the total of all lump sum amounts together with any Unit Price amounts based on the initial estimated quantities identified in the Contractor's Proposal.

B. The Contract Price shall be increased as a result of changes in scope and actual quantity determinations as provided under the provisions of the Contract Documents and reduced by such sums as the Owner may lawfully deduct and retain, including without limitation, liquidated damages under the provisions of Article III of this Agreement.

C. Upon completion of the Work, Owner will issue a Change Order adjusting the Unit Price quantities to reflect the actual quantities of the Work performed under the Contract Documents and adjusting the total Contract Price accordingly. Progress payments shall be made in accordance with the provisions of Article 4.

6. PAYMENT PROCEDURES

A. Schedule of Values

1) Within ten (10) calendar days of the Notice to Proceed, Contractor shall prepare and submit to the Engineer, a schedule of values for only the Lump Sum "Lsum" bid item, ("Schedule of Values") which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as a basis for determining the proper amount of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The Schedule of Values shall conform to all requirements of the Contract Documents. Upon completing its review, the Engineer will return the Schedule of Values to Contractor identifying any exceptions to the form or content of the proposed Schedule of Values. Contractor promptly shall revise and resubmit the Schedule of Values to address any exceptions noted by the Engineer. As the Work progresses, Contractor shall modify the Schedule of Values to include any credits or approved change orders, or as otherwise required or allowed by the Engineer. Contractor will modify the Schedule of Values to conform to any requirements requested by the Engineer regardless of whether Contractor agrees or disagrees with the requested modification. Contractor shall incorporate the Schedule of Values into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the quantities completed.

B. Applications for Payments

1) Pursuant to the Construction Contract Retainage Act, Act No. 524, Michigan Public Acts of 1980, as amended, MCL 125.1561 et seq., the Owner hereby designates the Engineer as the person to whom Applications for Payment shall be submitted. The Contractor hereby designates _____ as the person who will submit Applications for Payment to the Owner.

2) No payment will be made for materials furnished which are not incorporated in the finished Work, unless otherwise agreed by the Owner in writing. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored and secured at the Site or at another location agreed to in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3) Materials that may be considered for payment as stored material must be located on Owner's property and/or within the State of Michigan. Contractor also must submit the request for payment for stored materials to Owner at the same time that the Schedule of Values is submitted to the Engineer.

4) Materials that that are not eligible for payment as stored materials include the following:

a) Perishable materials (example: cement, epoxy, etc.).

b) Electronic hardware and/or software.

c) Raw materials (un-fabricated steel, piping, etc.).

d) Materials to be incorporated into the work in less than 30 days or beyond 180 days.

e) Contractor's equipment (formwork, shoring, etc.).

5) As an aid to the Owner in evaluating estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total Contract Price on a per unit basis as established in the Proposal.

6) Each month, following the Notice to Proceed, Contractor shall prepare and submit to Engineer for review a draft Application for Payment using AIA Documents G-702 and G-703 or such other forms as the Owner may allow, which shall be certified with a reference to the Federal False Claims Act. The Application for Payment shall reflect all Work completed since the prior Application (if any) and shall meet all other requirements of the Contract

Documents. Each Application for Payment must strictly comply with and include all of the following: (1) a notarized Contractor's Declaration (on a form provided by the Owner) declaring that it has not performed any Work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which it will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration; (2) receipts or other vouchers showing Contractor's payments for materials and labor, including payments to Subcontractors; (3) a current, properly completed notarized Sworn Statement, on the Michigan statutory form, listing each Subcontractor, supplier and laborer having a contract with the Contractor in the current aggregate amount (including adjustments that have been issued as of that date) (Owner reserves the right to require Sworn Statements from Contractor's Subcontractors); (4) Partial Unconditional Lien Waivers and Releases in the form provided by Owner from each subcontractor, supplier and labor identified on Contractor's Sworn Statement, or Subcontractor's Sworn Statement, if requested; (5) written consent of the Contractor's surety; (6) a copy of the then current Project Schedule Update as returned by Engineer with "No Exceptions"; (7) certified payroll reports if, when and as required by Michigan law, and in a form reasonably acceptable to the Owner; (8) Daily Reports for each day covered by the time period relating to the Application for Payment and in the form required by the Contract Documents; and (9) such other evidence requested by Owner to satisfy Owner that the Work for which payment is requested has been completed in conformance with the Contract Documents, and that all amounts which have previously been paid for Work performed have been properly distributed to the various Subcontractors, Sub-Subcontractors, laborer and suppliers. The Contractor's failure to include the documents and information set forth in items (1) through (9) above shall render the Contractor's Application for Payment as invalid and of no effect, until such time as all the Contract requirements for making the application are fully complied with by the Contractor.

7) Each month, Contractor, Owner and Engineer shall meet to review and discuss Contractor's draft Application. Contractor is responsible for submitting the draft Application and scheduling the monthly pay application meeting. Following this meeting, the Contractor shall revise its draft Application for Payment in accordance with the comments of the Owner and Engineer.

8) Contractor shall submit the revised Application for Payment to the Engineer, together with all other documents required to be submitted with an Application for Payment, covering all Work performed since the proceeding Application for Payment (if any). Contractor must timely invoice for its Work. Contractor shall submit Application For Payment no later than 14 days before a scheduled meeting of the Owner's Drainage Board, if the Work is being conducted for a Drain Board.

9) The Application for Payment shall include all accompanying documents and approvals required by the Contract Documents. If the Contractor is not known to be in default of any of its obligations under the Contract Documents, the Application for Payment will be certified and presented by the Engineer to the Owner with a recommendation for approval of the payment. If the Application is

untimely, incomplete, incorrect, fails to include the required documentation, schedules, or certifications, or otherwise fails to conform to the requirements of the Contract Documents, it will not be submitted for approval by the Owner.

C. Payment Dates

1) Owner shall pay the Application for Payment within one of the following time periods, whichever is later, as provided by MCL 125.1562(3):

a) Thirty (30) days after the Engineer has certified the Application for Payment for payment.

b) Fifteen (15) days after the Owner has received the funds from the applicable department or agency of the federal or state government providing financing for the Project, if any funds are to come from either of those sources.

c) Fifteen (15) days following the scheduled Drainage Board meeting and approval by the Drainage Board.

2) Contractor's failure to submit a complete and accurate Application for Payment acceptable to the Engineer may delay payment on the Application for Payment.

D. Conditions of Payment

1) The Owner's payment (partial or final) shall not be considered as approval or acceptance of the Work or any portion thereof, or of the completeness or accuracy of the Application for Payment.

2) If an estimate in an Application for Payment is found to be excessive, future estimates in pay applications shall be adjusted downward to reflect the actual completion status of the Work.

E. Withholding of Payment

1) The Owner may withhold payment or, because of subsequently discovered evidence or subsequent review of the Work or the Contractor's Applications for Payment, invoice detail and/or submittals, may nullify the whole or any part of any payment previously made, to such extent as may be necessary in its opinion to protect the Owner from loss or expense due to any of the following:

a) The Contractor fails to properly respond to notices issued by the Owner pursuant to the Contract Documents;

b) The Contractor is in default of any of its obligations under this Agreement or under any of the Contract Documents, and/or is otherwise in default of any other agreement or contract with the Owner, whether or not related to this Contract;

c) Any part of such payment that is attributable to Work which is Defective, as determined by the Engineer; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Drawings and Specifications and is not Defective, reserving, however, such amount as the Engineer shall determine necessary to protect the Owner with respect to Defective Work;

d) The Contractor has failed, within ten (10) calendar days of receipt of payment from Owner, to make payments not in dispute promptly to Contractor's subcontractors, sub-subcontractors, laborers or suppliers or for material, labor or services used in the Work; Contractor promptly shall notify Owner if any such dispute exists;

e) Any part of such payment is attributable to Work that the Owner has been notified of a claim or dispute or has received reasonable evidence indicating the existence of such a claim or dispute, unless the Contractor provides reasonable evidence of its ability to resolve the dispute and pay any amount owed;

f) The Owner has a reasonable belief the Work will not be completed within the Contract Times established under the Contract Documents;

g) The Owner reasonably believes that the portion of the Contract Price then remaining unpaid will not be sufficient to pay for Work not completed to date or to complete the Work in accordance with the Contract Documents;

h) An Application for Payment is not in the exact form required by the Contract Documents;

i) The Contractor has failed to submit and obtain approval for a Schedule, Schedule update, make up schedule or other documents required in the Contract Documents required for a complete and valid Application for Payment;

j) The Contractor's Payment and/or Performance Bond Surety provides Owner with a notice to withhold further funds according to the terms of the Surety Bonds and/or indemnity agreement with the Contractor;

k) At the written direction of Contractor's bond company; and

l) The Owner is otherwise entitled to a setoff against the Contractor.

2) If the Owner elects to withhold a portion of a payment otherwise due to the Contractor for any of the reasons identified above, the Owner shall submit a written statement to Contractor describing the disputed items and shall have the right to require the Contractor to prepare and submit to the Owner a revised Application For Payment, as directed by the Owner, to facilitate payment of the undisputed amount, if any, otherwise due to the Contractor. Alternatively, the Owner shall have the right (but not the obligation) to revise the Contractor's Application for Payment to show the amount withheld by the Owner.

3) Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any subcontractor, supplier, surety, or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated to make, payments to the joint order of the Contractor and such subcontractor, supplier, or laborer, with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. Alternatively, the Owner may, but is under no obligation to make, direct payment to any subcontractor, supplier, or laborer of the Contractor, and such amounts directly paid shall otherwise satisfy any payment obligation owing by the Owner to the Contractor for the Work. The Owner's option to withhold payment from the Contractor, or to make joint payments or direct payments shall not create an intended third beneficiary relationship with any other person or entity, it being agreed and understood the Owner has the right to withhold payment, or to make such joint and direct payments but is not otherwise obligated (nor may it be compelled) to make such joint and/or direct payments.

4) The Owner also may elect at any time to require payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrow agent.

F. Retainage from Payments

1) Each payment from the Owner to Contractor shall cover the amount due to the Contractor for Work completed through the date of the Application for Payment; provided, however, retainage in the amount of ten percent (10%) of each payment made or due from the Owner to the Contractor ("Retainage") shall be withheld from each payment until the Work on the Project is fifty percent (50%) complete as determined by the dollar amount of approved Applications for Payment. No further Retainage will be withheld once the Work is 50% complete unless the Owner determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. Retainage shall be withheld in compliance with MCL 125.1563. The provisions of MCL 125.1563 shall govern over any provisions contained herein that are found to conflict with the provisions of the statute.

2) The Owner's right to withhold Retainage is in addition to the Owner's right to withhold payment under the Contract Documents to protect the Owner from specific identified problems and claims and other costs for which the Contractor is responsible. The Owner is not required to use Retainage amounts to protect

the Owner from the costs and liability arising from claims and other problems caused by the Contractor or for which Owner may make deductions under the Contract Documents.

3) The Owner shall have the right, but not the obligation, to release Retainage related to a subcontractor who achieves Final Completion of its subcontracted portion of the Work under the subcontract substantially earlier than Final Completion of the entire Work, but only upon the written recommendation of the Contractor that such Retainage should be released. This option is entirely discretionary and shall create no obligation for the Owner, nor is this option intended to create any benefit to third parties.

4) At the time of Substantial Completion of the Work, the Contractor may make written application for a partial release of Retainage held by the Owner. The Owner shall have no obligation to approve such application but may do so in its sole discretion. Should the Owner agree to such request, considering the Contractor's performance, the performance of Contractor's subcontractors, and other factors as determined by the Owner in its sole and absolute discretion, the amount retained to the date of the request may be reduced by the Owner to a lower lump sum amount. The Owner's agreement to such partial release of Retainage shall not change the percentage retained from future Applications for Payments, if any, after the date of the partial release, if Owner has elected to continue withholding Retainage from Contractor's Applications for Payment.

5) All retained amounts and interest earned on retainage not otherwise disbursed will be paid with Contractor's Final Payment. Contractor shall provide Owner with consent from the Surety for any release of retention. In the event of a dispute as described in MCL 125.1564(3), the parties shall abide by the provisions of said statute and agree to submit the dispute to the Engineer to determine the rights of the parties to retained funds and interest earned thereon. The Engineer shall follow the dispute resolution process provided in the statute and its decision shall comport with the requirements therein. This dispute resolution process is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

7. FINAL PAYMENT – FINAL ACCEPTANCE

A. Neither Final Payment nor any remaining Retainage shall become due until the Contractor has completed all of the Work on the Project, including any Punch List items, as acknowledged by Owner and Engineer, Owner has issued written acknowledgement of Final Completion, and Contractor has completed and/or submitted to the Owner all of the following: (1) an affidavit in the form approved in the Michigan Construction Lien Act that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) consent of all sureties to Final Payment; (3) final record Drawings, including record Drawings marked by the Contractor with record information set forth in the Contract Documents and the Contractor's coordination drawings; (4) the final versions of all manufacturers' warranties; (5) a final sworn statement from the Contractor in the form set forth in the Michigan Construction Lien Act duly executed and notarized showing all of Contractor's subcontractors,

suppliers and laborers to be fully paid; (6) Full Unconditional Lien Waivers and Releases in the form provided by Owner from all subcontractors, suppliers and laborers identified on the final Sworn Statements submitted by Contractor and Subcontractors, if required; (7) releases of all required permits; and (8) all other conditions set forth in the Contract Documents.

B. The Contractor shall submit an Application for Final Payment when all Work is finally complete in accordance with the Contractor's obligations under the Contract Documents. The Contractor's Application for Final Payment shall include a request for payment of the Retainage held by the Owner, if Retainage otherwise has not been released at an earlier point in time.

C. Final Acceptance will have occurred after Owner has authorized Final Payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.

D. Contractor's Application for Final Payment shall itemize all timely asserted claims and disputed amounts that remain unresolved at the time of submission. All claims or disputed amounts shall include the designation of the amount that remains in dispute and a reference by date and correspondence number to the specific Notice of Claim and substantiation of the claim submitted by the Contractor in accordance with the Contract Documents. The Final Application for Payment shall indicate only the amount that remains in dispute for each disputed claim and shall not include original claim amounts where a portion of the claim or disputed amount has been resolved.

E. The acceptance of the Final Payment (in whole or in part) by the Contractor shall constitute a full and final release of Owner and waiver of all claims against the Owner arising out of or in connection with the Project and/or Contract Documents, except only those specific claims of the Contractor timely made in writing as required by the Contract Documents and itemized in the attachment to Contractor's Final Application for Payment. Notwithstanding anything to the contrary herein, the Contractor's written itemization of reserved claims may not revive claims which were waived by Contractor as a result of its failure to timely assert such claims accordance with the Contract Documents.

8. DISPUTE RESOLUTION

A. Notwithstanding anything to the contrary herein, and assuming the Parties have completed the Disputed Work procedure in the General Conditions, any remaining unresolved claims by the Contractor against the Owner or the Owner against the Contractor first shall be resolved through a meeting between the Contractor's highest officer familiar with the Project and the Owner's highest level staff member, and such meeting shall occur no earlier than thirty (30) days after Final Completion. At the Owner's option, this meeting may be conducted by a facilitator mutually acceptable to the Parties, or, in the event the Parties are unable to agree on a facilitator, the Parties shall select a facilitator according to the American Arbitration Association Construction Industry Rules for Mediation. The meeting between the Contractor's highest officer and the Owner's highest official is a condition precedent to the Contractor initiating litigation or demanding arbitration (if elected by the Owner).

B. In the sole and absolute discretion of the Owner, the Owner may elect to arbitrate claims, and thereafter all claims, disputes and other matters in question arising out of or relating to Contract Documents and/or the Project, shall be decided by arbitration. If elected by the Owner, such arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be final and binding and shall be entered in any Court having jurisdiction thereof. The arbitration shall be conducted in Oakland County, Michigan. The Owner may, but is not obligated to, require the Contractor to join any of the Contractor's subcontractors and/or suppliers to the arbitration, and the Contractor shall insure its contracts with each of its subcontractors and suppliers include the right to join other parties to arbitration. Contractor shall have no right to join subcontractors to the arbitration and subcontractors shall not intervene in the arbitration unless joinder is requested by the Owner.

C. In the event the Owner does not elect arbitration, any and all disputes shall be resolved by litigation in Oakland County, Michigan, it being agreed the Contractor conducts business in Oakland County, Michigan and the Contractor waives any claim that venue is improper in Oakland County, Michigan.

D. Notwithstanding anything to the contrary herein, to the fullest extent permitted by law, the Owner's total liability to the Contractor in any action, proceeding, arbitration or judgment shall not exceed the Contract Price adjusted in accordance with the Contract Documents. Contractor waives any and all claims for damages in excess of the Contract Price. Further, in no event shall Owner, or any director, officer, employee, agent, successor or assign of the Owner, be liable to Contractor, or anyone claiming through or related to Contractor, whether based on contract, tort, negligence, warranty, indemnity, strict liability, delay, error or omission, other otherwise, for any consequential, special, incidental, indirect, punitive, exemplary or multiple damage or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, increased expense of manufacturing or operation, loss of bonding capacity, or cost of capitals, and the Contractor hereby releases Owner, and any director, officer, employee, agent, successor or assign of the Owner, from all such liability. Any action resulting from any alleged breach of contract of claim of negligence of the Owner must be commenced within one year of the date of Substantial Completion (and documented as required by the Contract Documents) or the Contractor will be deemed to have irrevocably waived any such cause of action.

E. The pendency or possibility of a dispute between the Owner and Contractor shall not interfere with the progress of the Work by Contractor, nor shall the Contractor be permitted to suspend the Work, slow the performance of the Work, and/or terminate the Work except as specifically provided for in the Contract Documents.

F. The parties acknowledge and agree that during the course of the Project, claims may arise from time to time which have a small dollar value and that it would not be an efficient use of the parties' respective resources to litigate or arbitrate each such claim individually. Therefore, notwithstanding anything to the contrary in this Article 8 or elsewhere in this Agreement, neither party shall have the right, prior to Final Completion or the earlier termination of this Agreement, to initiate arbitration proceedings or file suit, as the case may be, against the other unless the aggregate amount of such Party's claim(s) is at least two hundred thousand dollars ($200,000.00).

9. MISCELLANEOUS

A. The Contractor acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Owner or Engineer, or their respective agents or employees, not set forth in the Contract Documents and that this Contract is entered into solely upon the Contractor's own investigations, careful deliberations and independent business judgment.

B. If any section, paragraph, sentence, clause or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

10. GOVERNING LAW

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

11. CAPTIONS

The article headings or titles and/or all article numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

12. SEVERABILITY

Each portion of this Agreement and the Contract Documents shall be deemed severable to the extent practical while maintaining the enforceability and intent of this Agreement. Any portion of this Agreement held to be unenforceable shall be severed from the Agreement with the remaining provisions continuing in full force and effect.

13. NOTICES

All notices required or permitted to be given by one Party to the other under the Contract Documents shall be in writing and sent to that Party at the address specified below by certified U.S. Mail, return receipt requested, or recognized overnight courier service, or shall be hand-delivered or transmitted by facsimile that retains a record of transmission. Notices shall be effective upon the earlier of actual receipt or two (2) business days after posting or delivery to a courier. Notices also shall be deemed to have been duly served if delivered personally in writing to the Contractor's Project Executive or other on-site representative. Either Party may change its address or designee for purposes of this Article by a written notice complying with the provisions of this Article.

If to the Contractor:	
Name:	
Address:	
Contact Number:	
Email:	
If to the Owner:	
Name:	Jen Cook, P.E.
Address:	One Public Works Drive, Building 95 West
	Waterford, MI 48328
Contact Number:	947-955-6560
Email:	cookjm@oakgov.com
With a copy to:	
Name:	John Bergsma, P.E.
Address:	555 Hulet Drive, PO Box 0824
	Bloomfield Hills, MI 48303
Contact Number:	248-330-7061
Email:	jbergsma@hrcengr.com

~~14. CONTRACT SUBJECT TO ACQUISITION OF FINANCING AND EASEMENTS~~
~~(Strike if not applicable)~~

~~The Contract is executed and delivered subject to arrangements of financing and easement acquisition for the completion of the Project. If such arrangements are not completed within a reasonable time of execution of the Agreement, then either party may terminate this Agreement without liability.~~

WITNESS	OAKLAND COUNTY WATER RESOURCES COMMISSIONER
	Signature:
	Print Name:

WITNESS	CONTRACTOR:
	Signature:
	Print Name:
	Title:

Approved as to form:

Oakland County Water Resources Commissioner Legal Counsel

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor is a Corporation, the following certificate should be executed:

I, _____ , certify that I am the _____ Secretary of the Corporation named as Contractor hereinabove; that _____ , who signed the foregoing Agreement on behalf of the Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
(signature)

(Corporate Seal)

If the Agreement is signed by the Secretary of the Corporation, the above certificate should be executed by some other officer of the Corporation, under the Corporate Seal. In lieu of the foregoing certificate, Contractor may attach to the Agreement copies of pertinent records of the Corporation that will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If the Agreement is signed by someone other than the Contractor, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

BOND NO. _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ , ("Contractor"), as Principal, and _____ ("Surety"), as Surety are held and firmly bound unto the **OAKLAND COUNTY WATER RESOURCES COMMISSIONER** ("Owner"), in the sum of _____ Dollars ($ _____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents

WHEREAS, Contractor has entered into a certain contract with Owner, dated the _____ day of _____, 20_____, (hereinafter called the "Contract") for the construction of**: VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS (the "Project")** which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of the Public Acts of 1963, MCLA 129.201 – 129.211, as amended.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations, as the same may become due and payable, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then this obligation shall be void and the Surety and the Principal shall have no obligation under this Bond; otherwise the Bond shall remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Owner shall not operate to discharge or release the Surety thereon.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20_____.

Sealed with our seals and dated this _____ day of _____, 20____.

_____	_____
(Witness)	(Principal) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____
_____	_____
(Witness)	(Surety) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____

Attach Power of Attorney

BOND NO. _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ , ("Contractor"), as Principal, and _____ ("Surety"), as Surety are held and firmly bound unto the **OAKALND COUNTY WATER RESOURCES COMMISSIONER** ("Owner"), in the sum of _____ Dollars ($ _____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents

WHEREAS, Contractor has entered into a certain contract with Owner dated the _____ day of _____, 20_____, (hereinafter called the "Contract") for the construction of the VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS the improvements to be constructed under the Contract are located in Lathrup Village, Oakland County, Michigan and shall be operated and maintained by the Owner;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that Contractor has covenanted to the Owner that for a period of two (2) years from the date of Final Acceptance of the Project, to keep in good order and repair any defect in all the Work performed or materials and equipment supplied by either the Contractor, its subcontractors, or its material and equipment suppliers on the Project, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other Work affected in making good such imperfections or nonconformities, all without expense to the Owner, excepting only such part or parts of said Work as may have been disturbed without consent or approval of the Contractor after the Final Acceptance of the Project.

Whenever directed to do so by the Owner, by notice served in writing, either personally or by mail, on the Contractor at _____ , or its legal representatives, or successors or the Surety at _____ , Contractor will proceed at once to make such repairs as directed by the Owner and if Contractor fails to do so within one (1) week from the date of service of such notice, then Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from the Contractor or the Surety. If any repair must be made at once to protect life and property, then and in that case, Owner may take any immediate steps to repair, barricade defects or other action, without notice to the Contractor. In such accounting, Owner shall not be held to obtain the lowest cost to perform the work, or any part thereof, but all sums actually paid therefor shall be charged to the Contractor or Surety. In this regard, the Owner's judgment is final and conclusive.

In addition to the foregoing, Contractor shall, for a period of two (2) years from the date of Final Acceptance, maintain and keep the Work so constructed in good order and repair, excepting only such part or parts of the Work which may have been disturbed without the consent or approval of the Contractor after the Final Acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make the repair as directed in the notice, or shall reimburse the Owner for any expense incurred by making such repairs. Contractor also shall fully indemnify, defend and hold harmless the

Owner from and against any and all liabilities, claims, causes of action, lawsuits, damages, losses and expenses to the extent caused by, arising out of, resulting from or occurring in connection with any injury or damage to any person or property, by or from any of the acts or omissions or through the negligence of said Contractor, its servants, agents, or employees, in the prosecution of the Work, and from any and all claims arising under the Workers' Compensation Act of the State of Michigan. Should the Contractor or Surety take such action, then the above obligations shall be void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20_____.

Sealed with our seals and dated this _____ day of _____, 20____.

_____	_____
(Witness)	(Principal) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____
_____	_____
(Witness)	(Surety) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____

Attach Power of Attorney

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ , ("Contractor"), as Principal, and _____ ("Surety"), as Surety are held and firmly bound unto the **OAKLAND COUNTY WATER RESOURCES COMMISSIONER** ("Owner"), in the sum of _____ Dollars ($ _____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents

WHEREAS, Contractor has entered into a certain contract with Owner dated the _____ day of, _____, 20____ (hereinafter called the "Contract") for the construction of**: VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS** (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

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

WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of the Public Acts of 1963, MCLA 129.201 – 129.211, as amended.

NOW, THEREFORE, if the Contractor shall save and hold harmless the Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the Contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue; and in the event that the Owner shall extend the time for the completion of said work or otherwise modify elements of the Contract in accordance with provisions thereof, such extension of time or modification of the Contract shall not in any way release the sureties of this Bond.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20_____.

Sealed with our seals and dated this _____ day of _____, 20____.

_____	_____
(Witness)	(Principal) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____
_____	_____
(Witness)	(Surety) (corporate seal)
_____	_____
(Print Name)	(Signature)
_____	_____
(Title)	(Print Name & Title)
	_____
	(Address)
	_____

Attach Power of Attorney

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APPENDICES

Contractor's Affidavit
Contractor's Declaration

1. CONTRACT DOCUMENTS

A. The Contract Documents are defined to include the Agreement, Bonds, Drawings (also known as Contract Drawings), Advertisement, Information for Bidders, Proposal, Specifications, General Conditions, any Supplementary Conditions issued by the Owner prior to the date of Contract Agreement, any Change Orders signed by both parties, and supplements thereto agreed to by both parties. Terms used in the General Conditions have the same meaning as those terms are defined and used in the Agreement and vice versa. In the event of any conflict between the Agreement and the General Conditions, the Agreement shall govern in all material respects. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by a Modification signed by both the Owner and the Contractor. The Contract Documents shall, if possible, be construed to render each of its provisions valid and enforceable. However, if any part, term or provision of the Contract Documents are held by the final judgment of any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed as having been written to include terms that provide the maximum protection for Owner enforceable under law, and shall be enforced as if the Contract Documents did not contain the particular part, term, or provision held to be illegal, invalid, or unenforceable.

B. The intent of the Contract Documents is to describe a functionally complete Project, and it is intended that Contractor shall furnish all labor, materials, tools, equipment and other items necessary for the proper development, execution, administration and completion of the Work in accordance therewith, including all work incidental to or reasonably inferable from the Contract Documents as being necessary to produce the intended results, unless it is specifically indicated in the Contract Documents that such work is to be performed by others, and to complete the Work in a satisfactory manner, ready for use and operation by Owner. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Omissions from the Contract Documents or the misdescription of details of the Work, which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve Contractor from performing such omitted work or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the Contract Documents. Hence, statements herein of services to be provided or tasks to be undertaken are not intended to enumerate each item of Work required.

C. The Contractor acknowledges that the Contract Documents establish a relationship of trust and confidence between Contractor and the Owner, and the Contractor and the Owner accept this relationship, with the knowledge that Owner is placing its trust and confidence in the Contractor. The Contractor acknowledges that the Owner is relying upon the knowledge, skill, and expertise represented by the Contractor in the Proposal.

D. The Contract Documents are intended to constitute a single agreement and the parties shall make every effort to construe such documents as being consistent and not contradictory, and what is required by one shall be binding as if required by all. If there is a conflict between or among any provisions of the Contract Documents, Contractor shall

perform the more stringent requirement. If a conflict cannot be resolved by applying this principle, such conflict shall be resolved applying the following order of precedence:

1) Field Orders and Work Directives in date order, latest first if executed by the Engineer, Owner and Contractor

2) Change orders in date order, latest first if executed by the Engineer, Owner and Contractor

3) Addenda to the Contract Documents issued after the original documents were released

4) Supplementary Conditions

5) Summary of Work

6) Provisions of Specifications

7) Contract Drawings of Latest Issue

8) Agreement

9) General Conditions

10) Information for Bidders

11) Advertisement for Bids

12) Contractor's Proposal

E. Notwithstanding anything above, for contractual/administrative issues (as opposed to technical, design, or construction issues) the Drawings and Specifications shall have precedence only over the Contractor's Proposal.

F. The Drawings and Specifications are complementary and what is called for by one shall be as binding as if called for by both. Should the Drawings, Specifications, and/or other instructions be contradictory in any particular manner or should there be any doubt as to the meaning of either, the Contractor shall initiate a discussion with the Engineer and thereafter request written clarification as required by the Contract Documents. Contractor shall seek such clarification prior to the submission of Contractor's Proposal, and Contractor's Proposal shall be deemed to have included all written clarifications.

G. Unless the other Contract Documents provide otherwise, with respect to the Drawings and Specifications, the following apply:

1) Figures take precedence over scale measurements.

2) Large scale details take precedence over smaller scale details, and special drawing details govern over standard details.

3) Architectural or Civil Drawings take precedence regarding dimensions when in conflict with other Drawings, except for the size of structural members and dimensions shown on Structural Drawings.

4) Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail.

5) Existing conditions take precedence over Drawings and Specifications for dimensions.

6) Shown dimensions over figured dimensions. Contractor's use of scaled dimensions is at Contractor's sole and exclusive risk.

7) When multiple requirements are given for any item, all requirements shall be met.

8) Terms such as "as shown," "as indicated" and "as noted" mean there are additional requirements given elsewhere in the Contract Documents.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

A. The Work to be performed is shown on the accompanying set of original Drawings which are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the Drawings and Contract Documents, including the Specifications and the General Conditions, are complementary, and what is called for by any one shall be binding as if called for by all.

B. The original Drawings may be supplemented by other drawings furnished by the Contractor but only if approved by the Engineer in writing or supplied to the Contractor by the Engineer during the progress of the Work as it may deem to be necessary or expedient. All such supplemental drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.

C. These original and supplemental drawings constitute the Drawings according to which the Work shall be performed. The Contractor shall keep at the site, in sound and legible condition, an approved or confirmed copy of all Drawings and Specifications, of each issue, and shall always give the Engineer or Owner access thereto.

D. Locations for items shown on the Drawings or described in the Specifications include all mounting, backing, cementing, wiring, plumbing or other details are included in the Contract Price, regardless of whether such details are specifically indicated in the Drawings or Specifications.

3. DEFINITION OF TERMS

The following definitions apply to the Contract Documents:

Activity: As used in connection with the CPM Schedule, the term "Activity" means a discrete portion of the Work for a Project that can be identified for planning, scheduling, monitoring and controlling the Project. "Critical Path Activities" are Activities on the Critical Path; they must start and finish on the planned early start and finish times. A "Predecessor Activity" is an Activity that must be completed before a given Activity can be started.

Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

Application for Payment: The form acceptable to Owner, Engineer, and/or RPR as designated by Owner, which is to be used by Contractor when requesting progress or final payments for Work completed and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Application for Final Payment: The Application for Payment which Contractor submits to the Owner after Contractor has completed each of the requirements for Final Payment as set forth in the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form identifying the prices for the Work to be performed and agreeing to perform the Work in accordance with the Contract Documents.

Bidder: A company submitting a Bid to perform the Work.

Bidding Documents: The Advertisement, Invitation to Bid, Information for Bidders, the Proposal and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

Boulder: A Boulder is defined as a solid mineral mass with a volume of less than 1.00 cubic yards. All boulder removal includes proper disposal as required and is incidental to the Work of the Project. It is not eligible for separate or added compensation.

Bulletin: Bulletin is defined as instrument providing clarification, supplemental information, documentation, or other such communication which neither involves Contract Time or Construction Cost adjustments to the Contract, nor changes the general character of the Work as a whole. Further, Bulletin provides means to transmit written information in a manner which is succinct, easily prepared and issued, and simply documented for future reference, as required. Bulletin does not represent, or suggest, a material change to the Contract. The Owner Engineer, and/or RPR as designated by Owner, may act as the issuing party. If the Contractor takes exception to the content of the Bulletin, it may respond accordingly, as provided in the Contract regarding requirements for disputed Work. This additional communication method is provided for reasons of clarity and convenience only and does not in any way replace or alter other existing requirements of the Contract.

Change Order: A written instrument issued by the Owner, on a Change Order form furnished by the Owner, and signed by the Owner Contractor, and/or the RPR as designated by Owner, modifying (1) the scope of the Work, (2) the Contract Sum or any other cost or fee, or (3) the Contract Time and/or updated CPM Schedule. If one or more of the foregoing items (1) to (3) is not specifically addressed in a Change Order, the parties shall be deemed to have agreed that such item is unaffected by the Change Order.

Construction Agreement: The written instrument, also known as the Agreement, contained in the Contract Documents, between Owner and Contractor concerning the Work.

Construction Contract: The written instrument, which is evidence of the entire and integrated written agreement between the Owner and Contractor covering the Work required by the Contract Documents.

Construction Cost: The total cost to Owner of those portions of the entire Project designed or specified by the Engineer. Construction Cost does not include compensation and costs of the Engineer or other design professionals and other consultants, the cost of land, rights-of-way, or compensation for or damages to properties, or Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

Contractor: The person or entity with whom Owner enters into a written agreement covering the Work required to be performed or furnished with respect to the Project.

Contract Documents: Documents that establish the rights and obligations of the parties engaged in construction, which include the Construction Agreement between Owner and Contractor, Addenda (which pertain to the Contract Documents), Contractor’s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award), the notice to proceed, bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, Change Orders, Work Directives, Field Orders, and the Engineer's written interpretations and clarifications issued on or after the effective date of the Construction Agreement. Submittals, Shop Drawings returned without exceptions and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contract Sum: The total of all moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement. The terms Contract Sum and Contract Price may be used interchangeably.

Contract Time(s): The Contract Time is the number of calendar days described in the Construction Agreement in which (or, alternatively, the date set forth in the Construction Agreement by which) Substantial Completion shall be achieved, subject to any extensions granted in executed Change Orders or otherwise specifically permitted by the Contract Documents. Any references to Contract Time shall be interpreted to mean Construction Time. Contract Time also may refer to the days or the dates identified in the Construction Agreement for Contractor to complete the Work so that it is ready for final payment as evidenced by Engineer's and/or RPR’s written recommendation of final payment.

CPM Schedule: The term “CPM Schedule” means and refers to the manpower loaded, logic-based progress schedule for the Project using critical path method (or similar, pre-approved method) scheduling technique to create and maintain a current and accurate schedule depicting the actual and expected progress of the Work. All Critical Path items must be shown on the CPM Schedule, regardless of the duration.

Critical Delay: A delay is a "Critical Delay" if and only to the extent it adversely affects the Critical Path of the Work. When two (2) or more delays occur concurrently, and each such concurrent delay by itself without consideration of the other delay(s) would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Times shall be adjusted, such concurrent Critical Delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.

Critical Path: The term “Critical Path” means the longest continuous chain of activities through the network schedule that establishes the minimum time to achieve Final Completion of the Work.

Day: The term “day” as used in the Contract Documents means calendar day unless otherwise specifically designated.

Daily Report: The term “Daily Report” as used in the Contract Documents means the written report prepared by the Contractor, daily and submitted to the Owner on a weekly basis, with copies attached to each Application for Payment.

Defective Work: Work not conforming to the requirements of the Contract Documents, including substitutions not properly “Returned Without Exceptions” and authorized, shall be considered "Defective”.

Documents: Data, Reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner for use by the Contractor pursuant to this Agreement as well as Data, Reports, Drawings, Specifications, and other deliverables provided by Contractor where the Contract Documents require Contractor to both design and construct certain aspects of the Work, such as tunnel liners and temporary earth retention systems.

Drawings: That part of the Contract Documents prepared or approved by Engineer or prepared or approved by Contractor’s design professionals which graphically show the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Emergency: An event or condition that creates an imminent and immediate risk of significant damage to persons or property (including the Project and/or completed Work). An event or condition only creates a necessity for Emergency Work if a significant injury to persons or property is likely to occur if the Contractor stops Work and requests instruction from the Engineer. A condition that might pose a threat to persons or property sometime in the future does not create a necessity for Emergency Work.

Engineer: Unless otherwise specifically identified as a design professional under contract with

Contractor, Engineer as used herein shall refer to a design professional hired by the Owner to prepare Drawings and Specifications for the Project, and to assist the Owner in interpreting the Drawings and Specifications during construction. If designated by Owner, the Engineer also shall serve as construction contract administrator of the Project for the Owner with the authority and responsibilities set out in the contract between the Owner and Engineer. Additional services also may be provided at the request of the Owner if needed. Contractor understands and agrees that Engineer's obligation under its contract with Owner are obligations to the Owner only, and Engineer shall have no independent obligation to Contractor to provide services or to take any action or refrain from taking action on behalf of Contractor.

Field Order: A written order issued by Engineer and/or RPR as designated by Owner, which directs minor changes in the Work but which does not involve a change in the Contract Sum or Contract Time.

Final Acceptance: Final Acceptance of the Work will have occurred when Owner has acknowledged Final Completion of the Work, and the Contractor has satisfied (1) all close-out obligations set forth in the Contract Documents to qualify for Final Payment, including, but not limited to, the conditions set forth in the Agreement and (2) the Owner has authorized final payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.

Final Completion: Final Completion of the Work or a designated portion thereof will have occurred when the Work is fully and finally completed in accordance with the Contract Documents to the satisfaction of Owner, Engineer, and/or RPR as designated by Owner, and Owner issues a written acknowledgement of such completion. Following the receipt of the Owner's written acknowledgement of Final Completion, the Contractor shall be entitled to apply for Final Payment.

Force Majeure Event: The term "Force Majeure Event" means, and is limited to, the following: (1) strikes, lockouts, or picketing (legal or illegal) of an area-wide, trade-wide, owner-wide, or industry-wide nature (a strike, lockout or picket (legal or illegal) specific to the Project site, or directed at the Contractor or one or more of Contractor's Subcontractors or suppliers shall not be considered an area-wide, trade-wide or industry-wide strike, and does not constitute Force Majeure); (2) governmental action (other building laws, regulations or like actions) and condemnation; (3) riot, civil commotion, insurrection, and war; (4) fire or other casualty not the fault of the Contractor, accident, acts of God or the public enemy; (5) extremely unusual adverse weather conditions not reasonably expected for the location of the Work and the time of the year in question, such as tornados, earthquakes, floods and similar events where the Contractor is restricted from accessing the Project site by such adverse conditions for more than one-half the consecutive working days per month (historically severe weather, including, but not limited to temperature extremes, excessive precipitation, and excessive wind shall not be considered Force Majeure weather and must be accounted for in the Bid and all Schedules); (6) abnormal unavailability of fuel, power, supplies or materials that is not the fault of the Contractor; or (7) the passage or unexpected interpretation or application of any statute, law, regulation, or moratorium of any governmental authority that has the effect of delaying the Work, excluding any building statute, law, or regulation as to which any public or advance notice was available prior to its adoption or issuance. "Force Majeure" does not include the unavailability of any building material, equipment, or supply which is necessary for the Project or Work, nor of any supplier, Subcontractor, laborer or other entity or person required for the completion of the Work, except where a sole source material, equipment, or supply is specified in the Contract

Documents and no other source of such material, equipment, or supply is available in sufficient time to avoid a delay to the Critical Path of the Project Work.

General Conditions: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, authorities, and courts having jurisdiction.

Lump Sum Price: Lump Sum Price also shall include a "Stipulated Sum" or a Fixed Price" and shall mean the total amount to be paid by the Owner to the Contractor, for the full and complete performance of the Work, or for an identified and defined portion, or element thereof. The Owner shall pay Contractor the Lump Sum Price upon completion of the Work, or according to the payment terms of the Contract.

Notice of Award: A written notice from the Owner to the Contractor awarding the Contract to the Contractor.

Notice of Intent to Award: A written notice sent by the Owner expressing its intention to award the Contract to a particular Bidder. A Notice of Intent to Award is for informational purposes only and does not create any liability or obligation of Owner, either to issue or award the Contract, or for any other cause.

Notice to Proceed: A written communication from the Owner to the Contractor informing Contractor of the date that the Contractor may begin Work on the Project. The Contract Time shall begin to run from the date of the Notice to Proceed. Owner may withdraw a Notice to Proceed and issue a new Notice to Proceed if deemed necessary in Owner's sole discretion. If a Notice to Proceed is withdrawn, the Contract Time shall begin to run from the date of the new Notice. Withdrawal of a Notice to Proceed or the issuance of a new Notice to Proceed shall not create a basis for Contractor to request a time extension or additional compensation.

Observer: A field representative authorized by the Owner.

OCIP: Owner Controlled Insurance Program

Owner's Safety Representative: An individual from the Owner's staff or a third party appointed by the Owner that will represent the Owner in connection with safety matters on the site.

Owner: The Oakland County Water Resources Commissioner, County Agency for the County of Oakland, and/or the statutory Drainage District including its members, employees, agents and representatives.

Owner Delay: An "Owner Delay" is an actual delay to the Contractor's performance of the Work to the extent caused by one or more of the following: (1) Modifications (excluding minor changes in the Work and interpretations), (2) the Owner's failure (or that of any other person for whom the Owner is responsible to the Contractor) to provide in a reasonable manner any product, service, data or information requested by the Contractor, in writing, that is reasonably necessary for the Contractor to perform the Work and is the Owner's obligation to provide (so long as the Owner and any other responsible person are given adequate time to respond); (3) the failure or inability of the Owner to provide access to the Project Site or critical portions thereof due to a failure to obtain a necessary easement or other cause for an unreasonable and unanticipated period of time; or (4) unreasonable and unanticipated interference by the Owner or persons for whom it is responsible with the Contractor's performance of the Work which continues after written notice to the Owner of such interference. Contractor shall not claim an Owner Delay as a result of a condition the Contractor discovered or should have discovered prior to Contractor's submission of its Proposal and/or prior to the Contractor beginning the Work (or any part of the Work).

Project: The project referenced and described in the Agreement and Contract Documents.

Punch List: A list of incomplete or non-conforming items of Work that do not impact Substantial Completion, which do not interfere with the use or occupancy of any part of the Work for its intended purpose and which, unless delayed by the need to order materials that could not reasonably have been anticipated by the Contractor, collectively are capable of being completed within sixty (60) days. Contractor must complete the items on the Punch List prior to Owner's Final Acceptance of the Work.

Record Drawings: The Drawings issued for construction on which the Engineer and/or RPR as designated by Owner, shall show changes due to Addenda or Change Orders or other information which the Engineer and/or RPR considers significant. The Record Drawings shall be prepared and updated during the prosecution of the Work. The Engineer and/or RPR as designated by Owner, shall maintain said Record Drawings in good condition and shall use colored pencils or other methods reasonably acceptable to the Owner to mark-up said set with "record information" in a legible manner to show: (1) deviations from the Drawings made during construction; (2) details in the Work not previously shown; (3) changes to existing conditions or existing conditions found to differ from those shown on any existing Drawings based on information provided by the Contractor or Observer; (4) the actual installed position of various components of the Work; and (5) such other information as the Owner may reasonably request.

Resident Project Representative ("RPR"): The authorized representative of Owner or Engineer assigned to assist Owner and Engineer with certain construction administration, observation, or other tasks at the Site or elsewhere during the Construction Phase. As determined by the Owner, the RPR will either be an agent or employee of the Engineer or Owner and under the direct supervision of the party contracting for the RPR's services. As used herein, the term RPR includes any assistants of RPR agreed to by Owner.

Request for Information ("RFI"): A written communication from the Contractor to the Engineer and/or RPR as designated by Owner, requesting clarification of design Drawings, Specifications, or other Contract Documents, or requesting information needed to perform the Work and not included in the Contract Documents. Contractor also shall submit an RFI if Contractor discovers a conflict or inconsistency in the design documents that cannot be

resolved by a thorough review of the Contract Documents or application of the priority of documents provisions set out herein.

Returned Without Exceptions: Where used in conjunction with the response of Engineer or Owner to submittals, requests, applications, inquiries, reports, and claims by Contractor, the meaning of the term “returned without exceptions” shall indicate that the Owner or Engineer has, as indicated: (1) reviewed with no exceptions noted, (2) reviewed with exceptions noted and resubmission not required, (3) reviewed with exceptions noted and resubmission required, or (4) rejected with resubmission required. In no case shall review or "approval", “accepted” or “returned without exceptions” by Owner or Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents. The Owner and Engineer do not adopt items “approved,” “accepted” or “returned without exceptions as design documents. The Owner and Engineer shall have no liability or responsibility for the failure of an item or procedure to fit or function as intended or to conform to the requirements of the Contract Documents.

Rock: A solid mineral mass with a total volume of greater than 1.00 cubic yard. Rock removal will be paid for on a Time and Materials basis. Solid masses with a volume of less than 1.00 cubic yard are incidental to the Work and all costs to remove and dispose of the Rock properly by Contractor is included in the Contract Price.

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 portions of the Work will be judged. Samples shall be protected and remain available until after Final Completion

Safety Director: A qualified or competent person, whichever is required pursuant to MIOSHA safety and health standards for the work being performed, appointed by Contractor to oversee safety on the job site.

Schedule: The term “Schedule” means and refers to the CPM Schedule required by the Contract Documents.

Schedule of Submittals: A schedule, prepared and maintained by the Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.

Schedule of Values: A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Application for Payment.

Site: Land or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for Contractor’s use.

Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to Engineer for review and response. Shop Drawings illustrate some portion of the Work. Engineer shall transmit a final reviewed copy of the Shop Drawings to Owner and RPR.

Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

certain administrative details applicable thereto.

Subcontractor: An individual or entity having a direct Contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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.

Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point, where, in the opinion of Owner, Engineer, and/or RPR as designated by Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and Contractor has (1) submitted the final versions of all operations and maintenance manuals, and/or other information that may be required by the Contract Documents, embodying such corrections and modifications from initial versions as the Owner shall reasonably request, (2) completed all training and start up requirements in the Contract Documents; and (3) completed all other requirements for Substantial Completion as may be defined elsewhere in the Contract Documents and as evidenced by the Owner's issuance of an acknowledgement of Substantial Completion. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplementary Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Unit Price: A Unit Price is an all-inclusive total amount to be paid by the Owner to the Contractor for the full performance of each unit of an element of the Work, identified and described in the Contract Documents as Unit Price work items.

Work: The entire completed construction or the various separately identifiable parts thereof including but not limited to all labor, materials, and equipment required to be provided under the Contract Documents to construct the Project. Work includes and is the result of performing or furnishing labor, services (including design services), and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents. The scope of the Work also shall include any or all deviations in the Contract Documents required to meet job conditions and to complete the Work in conformance with the intent of the specific Contract requirements. The Work shall not include activities to be performed, or labor, services, materials, supplies and equipment to be supplied, by Owner hereunder.

Work Directive: A written directive to the Contractor issued on or after the effective date of the Construction Agreement and signed by Owner, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Directive will not change the Contract Sum or the Contract Times but may be issued when the parties expect that the change directed or documented by a Work Directive may be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Times. A Work Directive also may be issued when the Contractor and the Owner are in a dispute as to whether there is a change in the Contract Documents, or whether a change is compensable to the Contractor, or requires a credit to the Owner. In such case, the Work Directive requires the Contractor to proceed with the Work addressed therein, without any determination or evidence of any intent to enter into a Change Order, or right to an increase in the Contract Sum or additional time.

4. ENGINEER'S STATUS

A. The Engineer has authority to recommend to the Owner that the Work be stopped, whenever such stoppage may be necessary to ensure the proper execution of the Contract.

B. The Engineer also shall have authority to reject all Work and materials that do not conform to the Contract, and to decide questions that arise in the execution of the Work.

C. The Engineer shall serve as the construction contract administrator for the Owner and all communications between the Owner and Contractor shall be through and/or by the Engineer. The Engineer also shall fulfill the roles specifically prescribed to the Engineer elsewhere in the Contract Documents, and as may be assigned in writing by the Owner.

D. The Engineer shall not have authority to bind the Owner but shall only communicate Owner’s decisions and/or instructions.

E. The Engineer shall review and approve or take other appropriate action upon the design calculations and drawings submitted by Contractor’s design professionals as required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer’s action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, all of which remain the responsibility of the Contractor as required by the Contract Documents.

F. At the Owner’s discretion, the authority, rights and responsibilities granted or assigned to Engineer in this Article and throughout the Contract Documents may be assigned to an RPR under direct contract with the Owner. In those instances in which the Owner elects to (1) assign certain authority or responsibilities to such RPR or (2) authorize the RPR to receive certain information or documentation from the Contractor, including, but not limited to, test results or submittals, Owner will identify to Contractor which provisions in these General Conditions, the Supplementary Conditions or the other Contract Documents fall within the responsibilities of the RPR rather than the Engineer, or those provisions which are deemed a joint responsibility of the RPR and Engineer.

G. Notwithstanding the above, Contractor's duties and responsibilities as set forth in the Contract Documents, including those of Contractor's design professionals, shall at no time be in any way diminished by reason of any approval by the Engineer, RPR, or Owner of any design documents, construction documents, or other submittals required by the Contract Documents to be furnished by Contractor, nor shall Contractor be released from any liability by reason of such approval by the Engineer, RPR, or Owner, nor shall such review relieve the Contractor of responsibility for compliance with the requirements of the Contract Documents it being understood that the Owner, Engineer, and RPR at all times are ultimately relying upon the skill and knowledge of the Contractor and its design professionals in preparing such design documents, construction documents, and all other deliverables of Contractor to be provided hereunder.

5. OBSERVER'S STATUS

A. The Engineer may appoint on the job Observers who shall be under the direction of the Engineer. The Observers of the Work will inform the Engineer as to the progress of the Work, the way it is being done, and the quality of the materials being used. The Observer may call to the attention of the Contractor any failure to follow the Drawings and Specifications that may be observed but will have no obligation to the Contractor to do so. The Observer shall have the authority to reject materials or suspend the Work until questions on the performance of the Work can be referred to and decided by the Engineer but will have no obligation to the Contractor to do so. The Observer shall have no authority to direct the Contractor's Work or workmen, to supervise the Contractor's operations or to change the Plans or Specifications, unless otherwise noted in the Contract Documents.

B. In no instance shall any action or omission on the part of the Observer constitute a direction to perform changed or extra Work, create any obligation for the Owner to provide additional compensation to the Contractor, nor release the Contractor from the responsibility of completing the Work in accordance with the Contract Documents.

C. In an effort to assist Contractor to comply with the Drawings and Specifications, the Engineer is authorized, but not required to, issue a "Notice of Non-Compliance" to Contractor, advising Contractor of possible elements of Work that may not be in conformance with the Contract Documents, and/or which require correction. Engineer shall take such actions in its sole discretion.

6. CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall assume full responsibility for the Work and take all precautions for preventing injuries to persons and property on or about the Work; shall bear all losses resulting to it on account of the amount or character of the Work or because the conditions under which the Work is performed are different, or because the nature of the ground in which the Work is performed is different from that which was estimated or expected, or on account of the weather, floods, elements, or other causes. The Contractor shall assume the defense of and save harmless the Owner, its individual officers and agents and all other parties to whom Contractor owes an indemnity obligation under the Contract Documents from (at times, "Indemnified Parties"), all

claims relating to design services provided, labor provided and materials furnished for the Work; to inventions, patents, and patent rights used in doing the Work; to injuries to any persons or property received or sustained by or from the Contractor, its agents or employees in doing the Work or arising out of the Work performed or to be performed and to any act, or neglect of the Contractor, its design professionals, agents or employees; and as otherwise provided in these Contract Documents.

B. The mention of any specific duty or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents, or in law or equity.

C. When engineering or design services are required under the Contract Documents, Contractor shall cause such services to be provided by properly licensed design professionals, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professionals. 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 the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy.

D. The agreements between Contractor and its design professionals shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner.

E. Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and Sub-Subcontractors of any tier and their respective agents and employees, and other persons or entities, including design professionals, performing any portion of Contractor's obligations under the Contract Documents. Reference in the Contract Documents to the Work, obligations, acts or omissions of the Contractor shall be interpreted to apply to those of its Subcontractors, Sub-Subcontractors of any tier, material suppliers, design professionals and their respective agents and employees irrespective of whether such other entities are specifically identified in such reference.

F. Contractor shall obtain from each of its design professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (1) are consistent with the Project Specifications set forth in the Contract Documents, except to the extent specifically identified in such certificate, (2) comply with applicable professional practice standards, and (3) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project as they are in effect at the commencement of the Project; and (b) that the Owner and the Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

G. Contractor shall supervise and direct the Work, using the Contractor's best skill and

attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

H. Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

I. The Contractor shall submit Daily Reports to the Owner on a weekly basis. The Daily Report shall, at a minimum, include the following:

1) A description of the Contractor's Work activities for the day; a work force count by trade for Contractor and Contractor's Subcontractors;

2) A listing of any deliveries;

3) A listing of all equipment on the Project and the use of each piece of equipment for that day;

4) A listing of all persons who visited the Project;

5) Any safety violations or suspected safety violations;

6) A description of any event or other matter that has or may adversely impact Contractor's ability to perform the Work in accordance with the Contract Documents and its actual or anticipated impact on the Work.

In addition to any other applicable requirements in the Contract Documents, Contractor's right to submit a claim for any Critical Delay or other matter that adversely impacts the Work is conditioned on Contractor's submission of its Daily Report describing the matter, and Contractor waives and releases any claim in connection with a matter that that is not adequately described in Contractor's Daily Reports. Contractor's Daily Reports shall not serve as a substitute for, or relieve Contractor of its obligation to provide, formal written notice to Owner as required elsewhere in the Contract Documents of any Critical Delay or other matter that has or may adversely impact Contractor's ability to perform the Work in accordance with the Contract Documents, and the Contractor waives any claim that does not strictly comply with such requirements and agrees that Owner's actual or constructive notice of the claim will have no effect on the claim or Contractor's waiver of it.

7. PERMITS AND REGULATIONS

A. The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the Work. The Contractor shall keep itself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. At all times, the Contractor shall observe and comply with and shall cause all its agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees. Provided, that if the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

C. The Contractor shall comply with the requirements of the Part 91 of P. A. 451 of 1994, as amended, the Soil Erosion and Sedimentation Control Act. The work, consisting of measures and practice to minimize erosion damage to the work area while the Contract is in force, including, but not limited to, the installation and maintenance of silt fence, sediment traps, or other measures that may be required, shall comply with P.A. 451. Owner is an authorized public agency and will perform Soil Erosion and Stormwater Operator inspections for the Project at no cost to the Contractor.

D. During construction, the Contractor shall provide a flagman as may be required for the safety and convenience of the public. Traffic controls required shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, latest Edition, by MDOT. The cost shall be considered incidental.

8. SUBCONTRACTS

A. The Contractor is responsible for the performance of all Work by Subcontractors and retained design professionals, if any, and to ensure that all Subcontractors and design professionals comply with each requirement of the Contract Documents that is applicable to their Work or services. If the Contractor shall cause any part of the Work under this Contract to be performed by a Subcontractor or design professional, the provisions of this Contract shall apply to such Subcontractor and/or design professional and their respective officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from its obligation and liabilities; and the Work, services and/or materials furnished by the Subcontractor or design professional shall be subject to the same provisions as if furnished by the Contractor.

B. The Contractor shall include in all subcontracts or design service agreements such terms and conditions as necessary to require compliance by Subcontractors and design professionals with all requirements of the Contract Documents, including without limitation, Insurance Provisions, Dispute Resolution Provisions, and all requirements set out in the Information for Bidders.

C. The Contractor may not subcontract portions of the Work for which the Contractor was

required to list a Subcontractor under the provisions of the Information for Bidders and did not list any Subcontractor, or listed its own name, to perform the Work without the written consent of the Owner. Such consent shall not be unreasonably withheld.

D. Assignment or subletting any portion of this Contract shall not operate to release the Contractor or its surety hereunder from any of the Contract obligations.

E. The Contractor shall not employ any Subcontractor or design professional that the Engineer or Owner may object to as not responsible, insufficiently qualified, or otherwise unacceptable in the sole and absolute discretion of the Owner. Neither Owner nor Engineer shall have any liability as a result of their objection to a Subcontractor or design professional, and Contractor shall defend, indemnify and hold harmless the Owner and the Engineer to the full extent set out in the indemnity clause in the Contract Documents in the event that any person or entity makes a claim or files any form of legal action based on such objection to a Subcontractor or design professional and/or the subsequent replacement of that Subcontractor or design professional in relation to this Project.

9. OTHER WORK - COORDINATION

A. The Owner may perform other Work related to the Project at the Site by Owner's own forces, have other Work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other Work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other Work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim in strict conformance with the requirements of the Contract Documents.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or 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 Work, and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the 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. The duties and responsibilities of Contractor under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If any part of Contractor's Work, for proper execution or results, depends upon the work of any such other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Engineer in writing, any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will 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.

D. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Specifications, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Specifications. Unless otherwise provided in the Specifications, neither Owner nor Engineer shall have responsibility, nor shall the Engineer have any authority, in respect to such coordination.

10. GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

A. Unless otherwise stipulated in the Specifications, all equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.

B. The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the Work, and any labor or tools or appliances that are not, in the judgment of the Engineer, suitable or competent to produce the intended result may be rejected by the Engineer, and such labor or tools or appliances shall promptly be replaced by the Contractor with such labor, tools or appliances as will be determined to be without exceptions by the Engineer.

C. If not otherwise provided, material or Work called for in this Contract shall be furnished and performed in accordance with well-known established practices and standards recognized by architects, engineers, and the trade. In the absence of specific installation instructions in the Specifications, the manufacturers' recommendations shall govern.

D. If any type of machinery, equipment, or tools are specifically needed to prosecute the Work in an orderly, workmanlike manner, the Engineer may so direct the Contractor to procure same, before Work is continued.

11. TESTING AND SAMPLING

A. Where called for in the Specifications, samples of materials in the quantity named shall be submitted to the Engineer and returned without exceptions or modified to address any exceptions taken. Where tests are required, testing shall be made at the expense of the Contractor, except as specifically and expressly otherwise called for in the Specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and its certificate submitted to the Engineer. The times for those activities shall be reflected in the Schedule of Submittals.

12. EQUIPMENT CERTIFICATION

A. The Contractor shall establish and maintain documented procedures to control, calibrate, and maintain inspection, measuring, and test equipment that the Owner will

use to inspect the Work. The Contractor also shall provide documentation of the required training of personnel performing the Work.

1) The Contractor shall identify all inspection, measuring, and test equipment to be utilized in the scope of the Work per Owner's Specifications and/or the requirements of the Contract Documents.

2) The Contractor shall identify inspection, measuring, and test equipment with a suitable indicator or approved identification record to show the calibration status (a serial number traceable to the device calibration record meets the intent of the requirement).

3) A qualified in-house laboratory or a qualified commercial/independent laboratory shall conduct calibration of inspection, measuring, and test equipment every six months, or sooner as needed. The Contractor shall maintain records as evidence of control. Accuracy will be as recommended by the manufacturer in its published literature, or if not published it will be +/- 1% or better.

4) The performance limits of all equipment being used must meet or exceed the requirements of the respective test. See specific Specifications for further details.

5) Subcontractors will be held to the same standard as provided in this Article 13.

B. Documentation will be submitted upon request to the Owner.

13. LINES AND GRADES

A. The Owner will establish principle reference lines or lot lines, benchmarks and all other lines and levels necessary to the location and construction of the Work under the Contract. The Contractor shall give the Owner and Engineer 72 hours (3 business days) notice when construction stakes will be required.

B. The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the Work and will furnish the Contractor with "cut sheets" referring to the reference points. No Work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks and shall see to it that the Work at all times proceeds in accordance therewith and shall provide all labor and material to set required batter boards and locate the Work accurately with reference to the above points.

C. The Owner will provide one set of line and grade stakes for sewer and water main construction. The cost of additional staking will be charged to the Contractor.

14. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect all public and private property abutting the Site from injury or loss arising in connection with this Contract. Contractor shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner and all other Indemnified Parties harmless from all such damages or injuries occurring because of the

Work. Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Engineer, all at no additional cost to the Owner.

B. In an Emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury, or loss. The Contractor shall immediately notify the Engineer of all Emergency conditions (confirmed in writing within 24 hours) and shall follow the instruction (if any) of the Engineer; however, the Contractor shall not allow the endangerment of life, or of the Work or of adjoining property while attempting to notify the Engineer or waiting to determine whether the Engineer will provide any instructions.

C. In all cases, the Contractor shall respond to all non-Emergency claims from property owners or the public within three (3) days. Contractor shall immediately notify Engineer of all non-Emergency claims and shall follow the instruction (if any) of the Engineer.

D. The Contractor shall assume full responsibility for loss or damage to the Work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Owner, including fire, vandalism and malicious mischief, and shall turn the finished Work over to the Owner in good condition and repair, at the time of the Final Payment. This provision shall not modify definition of Force Majeure, as defined in the Contract Documents. For the purpose of this Article, the decision of the Engineer, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

15. RESPONSIBILITY FOR ADJOINING STRUCTURE AND TREES

A. The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles, buildings, and any other surface structure and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the Work which may be affected by its operations, and shall indemnify, defend, and save harmless the Owner and all other Indemnified Parties against all damages or alleged damages to any such structure arising out of its Work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of its operations.

B. No trees or shrubbery of any kind shall be removed or destroyed by the Contractor unless otherwise specifically stipulated in the Contract Documents. The Contractor will be held fully responsible for any damages caused by its Work to trees and shrubs adjoining the Work. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction Work begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the Owner, or as specified by the Contract Documents.

16. MAINTENANCE OF SERVICE

A. Drainage through existing sewers and drains shall always be maintained during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the Work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained by constructing a satisfactory flume or by any other means allowed in writing by the Engineer.

B. All detours shown on the Drawings or required because of the Contractor's operations shall be built and maintained at the Contractor's expense and fully comply with the requirements of authorities having jurisdiction over the Project.

C. Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and red lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. In all cases, the detour roadways shall be maintained and kept free from undue dust and ice conditions and reasonably graded.

D. Barricades, flags and other traffic control devices shall be in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices.

E. During the progress of the Work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water, and gas valves. Except as otherwise specified herein or as noted on the Drawings, street intersections may be blocked but only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges, and crossings that are, in the opinion of the Engineer, necessary to reasonably accommodate the public.

F. In the Contractor fails to comply with these provisions, the Owner may, with notice, cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Owner, or at its insistence, shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the Work.

17. STORAGE OF MATERIALS

Materials and equipment distributed, stored, and placed upon or near the Site of the Work shall at all times be so located so as not to interfere with the prosecution of Work or the work of other contractors under contract with Owner, if any; street drainage; fire hydrants or access thereto; or unreasonably inconvenience the public from access to or use of their property. All storage of materials and equipment shall comply with the manufacturer's recommendations, unless otherwise set forth in the Contract Documents. The Contractor shall comply with all related local ordinances and obtain any necessary permits.

18. RELATION TO OTHER CONTRACTORS

The Contractor shall prosecute the Work so as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work. Contractor shall promptly make good any injury or damage which may be done to such work by Contractor, its employees, agents or anyone for whose conduct it is responsible. Should a contract for adjoining work be awarded to another contractor and should the work of one of these contracts interfere with that of the other, the Owner shall work with both contractors to coordinate their respective work to minimize and mitigate any delay to their respective schedules.

19. 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's safety program shall comply with the provisions of MIOSHA Construction and Health Standards. Contractor shall provide the Owner's Safety Representative with a copy of Contractor's written safety plan prior to the commencement of the Work. The Owner's Safety Representative shall have no duty to review the plan and shall assume no duty by doing so. Contractor also shall comply with the Owner's safety and security requirements for the Project, as contained in the Contract Documents. The Contractor shall comply with all safety policies, directions and requirements and shall not claim or assert entitlement to additional time or compensation for such compliance.

B. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to the following:

1) All persons on the Work Site and all other persons who may be affected thereby

2) All Work, materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor

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

4) The property of the Owner or other separate contractors

All damage, injury or loss to any of the above-mentioned property caused directly or indirectly, in whole or in part by the Contractor and/or Contractor's Subcontractors,

suppliers or any parties employed by any of them, shall be remedied by the Contractor, at its sole expense.

C. Prior to any excavation, the Contractor shall contact MISS DIG for the location of underground pipeline and cable facilities and shall also notify representatives of other utilities located in the vicinity of the Work. MISS DIG requires three (3) working days advance notice for the staking of utilities.

D. Contractor shall notify owners of adjacent properties when prosecution of the Work may affect them.

E. Contractor shall erect and maintain, as required by law, or authorities having jurisdiction, all safeguards for the safety and protection of persons and property, including but not limited to, the posting of danger signs and other warnings against hazards, promulgate safety regulations, and notify owners and users of adjacent utilities of potentially dangerous conditions. At the end of each working day, the Contractor shall be responsible for checking and confirming that the construction area is made as safe as possible for the public, that open trench areas are fenced and/or barricaded, that traveled roadways along the construction areas are secured with barricades, flashers, etc., and that equipment is stored and material stockpiled adequately away from roads, and that adequate sight distances are maintained.

F. When the storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. Persons involved in these activities shall be properly trained and licensed. Contractor is responsible for confirming such persons have proper qualifications. Explosives are banned from the Work Site. If Contractor wishes to use explosives, it shall obtain written permission to do so from the Owner, submitting a plan to safely do so. Owner will determine in its sole and unfettered discretion, what additional insurances and safeguards will be required of the Contractor to allow the use of explosives. Contractor shall not be entitled to any increase in the Contract Sum or Contract Times due to conditions imposed by Owner to allow explosives on Site.

G. Owner’s Safety Representative as defined above shall not have control over, or charge of, and shall not be responsible for safety precautions and programs in connection with the Work. Nonetheless, Owner’s Safety Representative shall have the right, among others, to review and provide comment on Contractor’s written safety plan, observe the implementation of Contractor’s safety program while the Work is in progress, require Contractor’s Safety Director to report on Contractor’s safety measures and accident reporting procedures, and to stop the Work in the event Contractor is engaged in an unsafe practice and/or is failing to comply with applicable safety rules and regulations while prosecuting the Work. Any actions taken by Owner or its Safety Representative relative to safety on the Project site shall not constitute the assumption of, nor relieve Contractor of its obligation to comply with its contractual and statutory obligations to provide a safe workplace as provided in the Contract Documents. Contractor acknowledges and understands that Owner is relying on Contractor’s experience, knowledge and expertise in all matters pertaining to safety. The issuance by Owner’s Safety Representative of any instruction or directive to improve safety at the site shall not be cause for Contractor to claim entitlement to additional time or compensation.

H. Contractor shall designate a Safety Director as defined above. The responsibilities of the Safety Director shall include, but not be limited to the following:

1) Formulate, administer, and make necessary changes in Contractor's accident prevention program.

2) Make regular monthly reports to Contractor and the Owner's Safety Representative of the safety process.

3) Maintain accident record system, make accident reports, investigate accidents, and check to see corrective action is taken.

4) Assist in training employees in safety.

5) Make personal safety inspections and supervise safety inspections made by safety committees and others for the purpose of discovering and correcting unsafe work practices before they cause accidents.

6) Make certain that Contractor, its subcontractors and employees comply with applicable federal, state, and local safety laws or ordinances.

7) Initiate and conduct activities that will stimulate and maintain the interest of employees of Contractor and its subcontractors in safety.

8) Work with safety committees, if any.

I. Contractor certifies that Contractor, its employees, agents, subcontractors, and assigns will strictly follow all Michigan Occupational Safety & Health Administration ("MIOSHA") safety and health standards relevant to the Work performed for the Owner, its drainage districts, municipal customers, private systems, or other customers, at any and all times while the Work is being performed.

J. If the Safety Director or other qualified or competent person is not present on the job site, then Work must not proceed until such person is present.

K. Prior to the commencement of the Work, Contractor shall provide the Engineer and the Owner's Safety Representative with the name of the Safety Director and a list of other qualified or competent persons who can serve in the capacity of the Safety Director should the Safety Director be absent from the site.

L. If at any time, any of the information provided to the Owner or Owner's Safety Representative regarding the identity of the Safety Director or any other qualified safety representatives of the Contractor changes, the Contractor shall notify the Owner or Owner's Safety Representative in writing prior to the performance of any further Work on a job site.

M. In any Emergency affecting the safety of persons or property, the Contractor shall act immediately, at the Contractor's discretion, to prevent threatened damage or loss. The Contractor shall immediately stop any activity or operation affecting safety until the

condition is corrected. If the Project is found not to follow safety standards, the Contractor must take immediate action to bring the Project into compliance and complete the remedial action as soon as possible.

N. Contractor hereby guarantees, as minimum standards to the Owner, that all materials, supplies and equipment listed in the Proposal, Agreement or purchase order meets the requirements, specifications and standards as provided for under the Michigan Occupational Safety and Health Act, P.A. No. 154 of 1974, as amended, and in force at the date hereof and all other applicable ordinances, codes, standards, etc. including the Michigan Right to Know Law.

O. Contractor shall coordinate Safety and Protection programs with the authorities having jurisdiction over the construction sites (i.e.: MDOT, RCOC, etc.).

P. Contractor also shall comply with all OCIP requirements and with the OCIP Safety Manual, if applicable to the Project.

Q. Prior to the start of construction, Contractor shall submit a copy of its Confined Space Entry Program, complying with OSHA/MIOSHA requirements, to the Owner's Safety Representative for review and approval.

20. CONTRACTOR'S SUPERVISION AND ORGANIZATION

A. The Work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient project management and superintendence to the Work, using its best skill and attention. The Contractor shall, always during the prosecution of the Work, employ and maintain a competent full-time on-site superintendent and a full-time on-site project manager and any and all necessary foremen and assistants on the Site of the Work through Final Completion of the Work. Contractor shall hire separate employees to fulfill the responsibilities of the superintendent and project manager. The superintendent shall represent and have full authority to act for the Contractor and all directions and communications given to the superintendent shall be binding as if given to the Contractor.

B. The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Engineer has made reasonable and timely objection. The Contractor also shall not replace key personnel, including but not limited to, the project manager and site superintendents, except as provided herein, without written consent of the Engineer, which shall not unreasonably be withheld or delayed.

C. The Owner reserves the right to require the Contractor, or any Subcontractor, to remove and replace any superintendent, project manager, foreman, or other supervisory or management personnel, with or without cause. Cause for such removal and replacement shall include, but not be limited to: (1) failure or refusal to carry on the Work in accordance with the Contract Documents; (2) failure or refusal to carry on the Work in accordance with the instructions of the Owner; (3) possession on the jobsite of a firearm, or knife with a blade over 2" in length, or other illegal weapon; (4) possession or use of alcoholic beverages on the Project Site, use or storage of fireworks at the Project Site, or possession or use of illegal substances, non-prescribed narcotics and/or paraphernalia; (5) failure to follow safety policies or procedures; (6) conduct unbecoming a professional;

(7) threats, bullying, verbal abuse, use of racial slurs or other inappropriate language; (8), actions that may hazard others; or (9) sexual harassment of others, on or off the Site. Contractor shall not be entitled to any additional time or compensation resulting from the removal and replacement of such personnel.

D. The Contractor shall employ only competent, efficient workers and shall not use on the Work any unfit person or one not skilled in the Work assigned to them. Contractor shall always enforce strict discipline and good order among its employees. Whenever the Engineer shall notify the Contractor, in writing, that any employee on the Project is, in the opinion of the Engineer, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be discharged from Work on this Project or any other project for Owner and shall not be re-assigned to the Project or any other project of the Owner except with the written consent of the Engineer.

E. The Contractor shall establish and maintain an office on the Site of the Work, or at some convenient location adjacent thereto, during the prosecution of the Work. At all times during working hours, the office shall be staffed with a representative of Contractor authorized to receive and execute any and all orders, when given by the Engineer; and such orders, when issued and received by said representative, shall be deemed to have been given to and received by the Contractor.

F. The Contractor shall maintain at the Site for the Owner and Engineer one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer, Owner, and RPR and shall be delivered to the Engineer and/or RPR as designated by Owner for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

21. INSPECTION OF WORK AND MATERIALS

A. The Owner, the Engineer, the RPR, and their respective employees shall at all reasonable times have the right to enter the Site, or any location where Contractor is storing materials for the Project, to inspect the Work and materials, and to ascertain whether Contractor is prosecuting the Work in accordance with the Contract Documents. Contractor shall furnish all reasonable facilities and grant ample time for such inspection. All materials shall be subject to mill and shop inspection as provided by the Specifications.

B. The Contractor shall promptly remove from the Site all materials rejected by the Engineer as failing to meet Contract requirements, whether incorporated in the Work or not, and shall promptly replace and re-execute its own Work in accordance with the Contract without expense to the Owner. Contractor also shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

C. If the Contractor does not remove such rejected Work and materials promptly, after receipt of written notice, the Owner may remove them and store the material at the expense of the Contractor.

D. If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

E. If a portion of the Work has been covered that the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents or damaged before Substantial Completion from any cause, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected or damaged Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

G. The Contractor shall give the Owner 72 hours (3 working days) written notice prior to the commencement of each major item of construction so that the Owner has ample time to schedule inspection.

22. SUBMITTALS

A. The Contractor shall submit to the Engineer full information as to the materials, equipment, and processes that the Contractor proposes to furnish. This information shall be complete so that the Engineer may intelligently judge if the proposed materials, equipment, and processes will meet the Contract requirements. The Engineer shall review and return the submittals with or without exceptions, and in no event shall the Engineer's review be treated or deemed an approval, or as acceptance of a substitute or of an equal without fully complying with the processes required in the Contract Documents.

B. Where called for in the Specifications, the Contractor shall submit the Submittals to the Engineer for review not less than two (2) hard copies and an electronic PDF file of Details, Specifications, Cuts and Shop Drawings of such equipment and structural work as may be required. By submitting the Submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Each Submittal must bear a stamp or specific written certification that the Contractor has satisfied the Contractor's obligations under the Contract Documents with respect to the Contractor's review of that Submittal, and that the Contractor approves the Submittal.

C. The Engineer will check and review the Submittals with reasonable promptness and within any time limits set forth in the Schedule of Submittals and will return them as hereinafter described, indicating by notation, or by written instructions, or other directions, any corrections, which in the judgment of the Engineer, may be necessary to meet the requirements of the Contract Documents. The Contractor shall then review such notations, instructions, or directions, and if the Contractor concurs therein, shall make or have made such corrections, and shall, when so noted on the Submittals or requested by the Engineer, resubmit corrected Submittals to the Engineer as soon as possible, for final check and review. Should the Contractor question or disagree with such notations, instructions, or directions, the Contractor shall direct the Engineer's attention to same for further clarification before resubmitting them. Corrections or changes indicated on submittals shall not be construed as an order for a change in the Work or to perform extra work and shall not constitute a change or alteration to the Contract Documents.

D. The return of information covering materials, equipment, and processes by the Engineer shall in no way release the Contractor from its responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from its liability to replace same should it prove defective or unsuitable.

E. Prior to commencing any Work, the Contractor shall provide a Schedule of Submittals indicating the dates upon which the Contractor anticipates providing each submittal and the dates upon which the Contractor anticipates obtaining a return of the submittal without exceptions. This Schedule of Submittals shall identify by Section, Subsection, and Article each item required by the Contract Documents to be submitted for review, record, or information. For products to be used in the Project the Schedule of Submittals shall include and identify the planned dates for material ordering; shop drawing, product data, and sample preparations; dates submittals are planned for; adequate time for the Engineers review; time required for fabrication and delivery of item; and the date on which the material is required on Site to comply with the installation activity shown on the Project Schedule. This Schedule of Submittals shall allow sufficient time for review and consideration of the submittals and for correction of any exceptions identified by the Engineer. The Schedule of Submittals shall be updated monthly to reflect the progress of submittals and returns without exception, adjustments for delays, and submittals where the Engineer has indicated an exception and required changes to the submittal.

F. The submission and returned without exceptions of the Schedule of Submittals and updates shall be a condition precedent to payment on any Application for Payment submitted under the terms of the Contract Documents. In addition, Engineer may refuse to recommend payment and Owner may refuse to make payment for any Work performed by the Contractor either (a) prior to obtaining a shop drawing submittal from the Engineer, with a status of “Returned Without Exceptions or Reviewed with Exceptions Noted and Resubmission Not Required” with authorization to proceed as indicated or (b) if Contractor fails to obtain or provide any required reviews approvals, clearances, or permits required for the Work.

G. No Work shall be undertaken, nor invoiced for, until the Engineer has returned the Submittals either Returned Without Exceptions or Reviewed with Exceptions Noted and Resubmission Not Required with authorization to proceed. Submittals shall be revised

as necessary until returned by the Engineer without exceptions, or exceptions as noted with authorization to proceed.

H. The Engineer's review shall not relieve the Contractor of responsibility for errors in the Submittals or other submissions, as the Engineer's review is for the limited purpose of checking for conformance with the Owner's objectives and goals. Review of such submittals will not be conducted for the purpose of determining their accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor.

23. REQUEST FOR INFORMATION

A. A Request for Information (RFI) is a written communication from the Contractor to the Engineer and/or RPR as designated by Owner requesting clarification of design Drawings, Specifications, or other Contract Documents, or requesting information needed to perform the Work and not included in the Contract Documents. Contractor also shall submit an RFI if Contractor discovers a conflict or inconsistency in the design documents that cannot be resolved by a thorough review of the Contract Documents or application of the priority of documents provisions set out herein.

B. Each RFI shall include a realistic date by which the Contractor needs a response to the RFI in order to avoid delay to the Project. The Contractor shall allow ample time for review and response to the RFI given the nature and complexity of the issue. RFIs shall be submitted a minimum of five working days before a response is necessary, but for complex issues or issues requiring extensive review or research, additional time may be required. RFIs shall be submitted immediately upon determination by the Contractor that clarification or information is needed. Contractor shall not submit multiple RFI's at the same time to overwhelm the Engineer or impact the Engineer's ability to perform its duties regarding the Work on the Project.

C. The Contractor shall not submit RFIs requesting information that is contained in the Drawings, Specifications or other Contract Documents, or seeking information that already was supplied in response to prior RFIs, or for information which is available by applying industry standards, practices, common sense, or good workmanship Contractor shall not submit multiple RFI's that can be answered by a single response and applied at multiple locations; or multiple RFIs requesting the same information in different ways. RFIs which are determined to request information that is available in the Contract Documents, or Engineer is asked to interpret and decide matters concerning the requirements of the Drawings and Specifications which the Engineer determines to be clear and unambiguous or otherwise violate these provisions will be rejected and returned to the Contractor by the Engineer. RFIs also may be rejected by the Engineer after responding to the RFI if Engineer subsequently discovers the RFI was submitted in violation of these provisions.

D. If Contractor submits RFIs that are rejected by the Engineer pursuant to this provision, Owner may, in Owner's sole discretion, back charge Contractor for the costs of review and analysis of the RFI by the Owner and Engineer. The failure of the Owner to implement such back charges shall not constitute an acknowledgement of the validity of

the RFI, nor a waiver of the right to implement a back charge for the costs of review and analysis of the RFI.

E. A response to an RFI is a document providing clarification, supplemental information, documentation, or explanation of inquired aspects of the Contract Documents, which involves neither adjustments in Contract Times nor Contract Price, nor material changes to the general character of the Work as a whole. An RFI Response conveys information in writing. The Owner or the Engineer may issue an RFI Response.

F. A response to an RFI also is not acknowledgement of a change, extra work, or justification for an extension of time. An RFI response is not a work directive or Change Order. Contractor acknowledges that it anticipated that clarifications of the design documents would be necessary, and Contractor has taken the need for such clarifications into account in its Contract Price and Construction Schedule. If Contractor believes the response to an RFI results in a change in the scope of work for the Project, or if the response will impact the cost or time for completion of the Work, Contractor shall submit a Notice of Claim and shall proceed in accordance with the provisions for Change Orders and, if necessary, Disputed Work.

24. ERRORS, CORRECTIONS AND CHANGES IN DRAWINGS AND SPECIFICATIONS

A. Prior to beginning the Work, or any portion thereof, the Contractor shall examine and check all Drawings and Specifications furnished by the Owner for dimensions, quantities, types of materials, and coordination with other parts of the Work on this or related contracts. By starting Work, or any portion thereof, the Contractor shall be deemed to have waived any objections to the Contract Documents.

B. No structure, sewer pipe, water main, or fixtures thereto shall be placed or constructed under conditions that may be expected to result in Defective Work. If the soil is not sufficiently stable to properly support a structure, or if the Contractor questions the materials prescribed, the Contractor shall stop Work and immediately notify the Engineer. The Engineer shall review these conditions, and if deemed necessary, make changes in design or suggest changes in construction procedures before Work continues. The Contractor shall not be permitted to take advantage of any such error, omission or discrepancy, as the Engineer will furnish full, revised instructions, and the Contractor shall be expected to carry out such instructions as if originally specified. In no case shall the Contractor proceed with the Work in uncertainty, and any Work performed by the Contractor after the discovery of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility and sole expense. Contractor is responsible for completing the Work to the satisfaction of the Engineer, notwithstanding any minor omissions in the Contract Documents. Owner shall not be liable for Contractor’s failure to review and compare Contract Documents prior to bidding or the start of the Work.

25. CHANGES IN THE WORK

A. The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the Work required by the Contract Documents provided such change, addition, or deduction does not change the general character of the Work as a whole. Adjustments to the Contract Sum, if any, because of any change, addition, or deduction

in the Work shall be authorized only by a fully executed Change Order. Any claim for an extension of the Contract Time shall be addressed at the same time. No claim for change, addition, or deduction, or adjustment of the Contract Sum or Contract Times shall be made or allowed unless submitted by Contractor in connection with a request for a written Work Directive from the Owner specifically authorizing such change, addition, or deduction. Drawings, submittal exceptions or comments, responses to Requests for Information, oral instructions, field memoranda, or any other form of communication without a written Work Directive shall not be considered such authority. Disputed Work shall be addressed as set out herein.

B. Where the written Work Directive reduces the quantity of Work to be performed, Contractor waives any claim for damages or lost profits anticipated on the Work deleted. Such directive also shall not constitute a partial termination. The Contractor shall issue a credit for deleted Work in accordance with the Contract Documents. If the Contractor fails to recognize an appropriate credit for deleted Work, as determined by the Engineer, the Owner shall issue a Change Order adjusting the Contract Price in the amount estimated by the Engineer, and the Contractor may pursue any objection to such Change Order following the procedures for Disputed Work set out herein. If made, Contractor's claim is subject to audit.

C. Upon the written recommendation of the Engineer, Owner shall authorize a Work Directive requiring changes in, additions to, or deductions from the Work, or otherwise directing the Contractor to proceed with specified work. When the Owner and Contractor agree that additional compensation or time is required due to such work, Owner and Contractor shall negotiate a Change Order in accordance with the below provisions prior to proceeding with the work. If the Contractor and Owner disagree as to whether any given activity constitutes changed or extra Work, or whether an adjustment of the Contract Sum or Contract Times is warranted ("Disputed Work"), the Owner may issue a Work Directive instructing the Contractor to proceed with the Disputed Work. The Work Directive shall not constitute evidence or an admission of any entitlement or intent to issue a Change Order and Contractor may submit a claim for additional time or compensation in accordance with the procedures provided herein. Until a written Change Order is negotiated and executed by Contractor and Owner, Contractor shall strictly comply with the Disputed Work provisions of the Contract Documents.

D. If the Contractor does not give notice to Owner or Engineer within two (2) working days of its claim for an adjustment to the Contract Price or Contract Time and proceeds with the work without a written Change Order, or a Work Directive specifically directing the Contractor to proceed with the Disputed Work, Contractor shall be barred from asserting such a claim in the future and Contractor hereby waives any compensation for any such task or work performed by Contractor regardless of whether or not Contractor supplied any additional services or materials to the Work.

E. By signing any Change Order, the Contractor conclusively is agreeing the Change Order includes all costs and any additional time required (known or unknown) relating to or arising from the Work set forth on the Change Order, and the Contractor forever waives and releases the Owner from any costs, requests, demands, and the like which the Contractor failed to include in the Change Order. The Contractor shall include the Work covered by such Change Orders in its Applications for Payment as if such Work were originally part of the Contract Documents.

F. Contractor understands and agrees Owner's directive to change, add or deduct Work shall in no way invalidate the Contract and any change in the Work shall not operate to release any surety on any bond furnished by Contractor. Contractor accepts the responsibility to keep its surety informed of all Modifications to the Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions even if Contractor fails to inform surety of same and the Owner shall not be required to obtain consent of the surety to such modifications.

G. The Contractor, without extra charge, shall make slight alterations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

H. The Contractor, without extra charge, shall make other slight alterations, including grade and/or elevations, if the Engineer determines such alterations are needed to complete the Work as long as the alterations do not change the overall scope of the Work, increase the overall cost of completing the Work on the Project, or involve an extension of time. Any alterations in question by the Contractor will be submitted by the Contractor as a Request for Information and responses by the Engineer will be issued as a Field Order.

I. Quotations from the Contractor for extra Work described in a Work Directive shall be valid for a period of not less than ninety (90) days from the time of issuance.

J. All changes, additions or omissions in the Work ordered in writing by the Owner shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all the terms and provisions of the Contract Documents.

26. BASIS FOR DETERMINING COSTS OF CHANGES IN THE WORK

A. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:

1) **An acceptable lump sum proposal:** To facilitate checking and acceptance, Contractor's proposal shall include all categories of labor, material, and equipment, shown on quantity take-offs, and shall be itemized with quantities and prices given for the various items. Contractor also shall provide a Time Impact Analysis as described in the Disputed Work Article herein to identify any delays or schedule impact related to the Change order.

2) **Unit price:** If the Work addressed by a Unit Price item is modified, the Unit Price shall apply to the Work and a Change Order shall be issued only for any additional costs demonstrated by the Contractor to result from the changes to the Unit Price Work. Unit Prices are binding for quantities to 50% above or below the estimated quantities in the Contract. At and above 150% of the Unit Price Quantities in the Contract, Owner may request a suitable adjustment in the Unit Price. At or below 50% of the quantities estimated, Owner may, at its sole discretion, increase the Unit Price by the net increase in Contractor's unit cost,

but not more than 35% of the Contract Unit Price. To obtain an increase in Unit Price, Contractor must submit a Notice of Claim, and proceed as required in the Contract Documents.

3) **On a cost-plus-limited-basis:** Not to exceed a specified maximum limit of cost specified in the Change Order.

B. "**COST**" as herein used shall be the actual and necessary costs incurred by the Contractor by reasons of the change in the Work for labor, materials with sales tax, equipment rental with sales tax and insurance.

1) **Labor costs** shall be the amount shown on the Contractor's certified payrolls with payroll taxes added when Contractor provides evidence that such taxes have been incurred. In no case shall the rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by it to perform Work under the regular items of the Contract.

2) **Material costs** shall be the net price paid for materials delivered to the Site of the Work. If any material required to perform the extra work is later deleted by the written order of the Owner after it has been delivered to the Site or partially used or consumed by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the deleted material less its fair market value as determined by the Owner.

3) **Equipment rental** shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rentals charged in the area for similar equipment of like size and condition, including the costs of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the Site in connection with other Work. If equipment not on the Site is required for the change in the Work only, the cost of transporting such equipment to and from the Site shall be allowed.

The rental rate established for each piece of Contractor-owned equipment, including appurtenances and attachments to equipment used, will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The Blue Book edition current at the time the Work is started will apply. The established hourly rental rate will be equal to the "Monthly" rate divided by 176, modified by the applicable rate adjustment factor and the map adjustment factor, plus the "Estimated Operating Costs per Hour."

For equipment not listed in the Rental 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.

In the event that machinery and equipment actually employed on the Project Site is idled for reasons beyond the control of the Contractor, the rental rate for Contractor-owned equipment will be the "Monthly" rate divided by 176, modified by the applicable rate adjustment factor and the map adjustment factor, and then multiplied by 50 percent. No payment will be allowed for operating costs. This

Article applies only to machinery and equipment necessary for performance of Disputed or Change Order Work and any idled equipment or machinery related to the change.

4) **Insurance premiums** shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll relating to the Work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

5) **"PLUS"** as herein used is defined as a percentage to be added to the items of "Cost" to cover superintendence, project management, use of ordinary and small tools, and all forms of overhead and administrative expense and profit, and the cost of bond and insurance premiums. The percentage mark-up shall not exceed 15% on Work performed entirely by the Contractor and 15% for Work performed entirely by a Subcontractor. If the latter applies, Contractor shall be entitled to a 5% mark-up with an aggregate total of no more than 20% on Work performed by a Subcontractor.

6) **"SPECIFIED MAXIMUM LIMIT OF COST"** is the amount stated in the written order of the Owner authorizing the change in the Work. The maximum amount that Contractor shall be paid is the "cost" of the work "plus" the percentage or the specified maximum, whichever is the lesser amount.

7) **“Ordinary Tools”** are the tools owned by the Contractor defined as having a cost new, or a net depreciated value of less than $2,000.00 each, the costs for which are agreed to be included in the “PLUS” as set forth above. The cost of replacement bits, parts, and the like that wear out as a result of use on the Project having a new cost, or a net depreciated value of less than $2,000.00 each, also shall be included in the “PLUS” as set forth above.

C. Contractor shall provide a rider from the bonding company indicating that the penal sum of the bond has been increased by the amount of the change order.

D. The Contractor shall keep complete, accurate, daily records of the net actual cost of changes in the Work or claimed changes in the Work (known as “Daily Work Tickets”). These Daily Work Tickets shall include: the identification of the Work performed; the names and classifications of each worker employed in the Work; the equipment used in performing the Work; and the number of hours each piece of equipment was used for that portion of the Work; the identity, the number of workers, classification of workers, equipment, and hours employed by any Subcontractor who performs any portion of the Work; and the materials utilized on that day and actually installed or used up in performance of the Work. The Daily Work Ticket shall distinguish between Work performed as part of changed Work or claimed changed/extra Work, and other contract Work performed on that day. Contractor shall present such information at the end of each working day for verification by the Observer, in such form and at such times as the Owner may direct. The Observer’s execution of such Daily Work Tickets only shall serve to record the quantities reflected in the Daily Work Ticket and shall not bind the Owner or Engineer in any manner, shall not relieve Contractor of any obligations under the Contract Documents, and shall not constitute an acknowledgement of entitlement for any

Disputed Work. If the Observer disagrees with the quantities reflected on the Daily Work Ticket, or with the division of labor, equipment, or materials between the changed Work and Disputed Work, the Observer may note such disagreement on the Daily Work Ticket. Daily Work Tickets submitted after the end of the day on which the Work was performed shall not be valid and may, in the Observer's discretion, be returned to the Contractor unexecuted. Contractor shall have no right to compensation for Work performed without signed Daily Work Tickets. Any terms written on either side of a Daily Work Ticket or any substitute documentation are not binding on the Owner or Engineer, and Contractor acknowledges that all such terms will be deemed meaningless. The designation of the Daily Work Tickets as "Extra Work Tickets" shall not acknowledge that the Work is extra or not part of the Contract requirements.

E. **Costs Excluded:** The term "Cost" of the Work shall not include any of the following Items:

1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in Article 27.B.1) above; all of which are to be considered administrative costs covered by the Contractor's mark-up

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 Article 27.B above

6) Any Contractor costs incurred by, or associated with the development, preparation, and prosecution of a claim

7) Any cost or expense not specifically included in the Cost of Work as set out in the Contract Documents.

27. SCHEDULE CHANGES (OWNER DELAY)

A. A Change Order signed by the Owner is the only method to change the Contract Times. Any claim for an extension or reduction of the Contract Times shall be made in

accordance with the Contract Documents.

B. The Contract Times may be extended for a Force Majeure Event and/or Owner Delay in accordance with the terms and conditions of the Contract Documents.

C. In the event of a Force Majeure delay, Contractor shall only be entitled to an extension of the Contract Times with no additional compensation or modification of the Contract Price.

D. Strictly in the event of an Owner Delay, the following provisions apply:

1) The Owner may expressly order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work on the Project for such period as it may determine to be appropriate for the convenience of the Owner.

2) Upon receipt of written notice from the Owner to suspend, delay, or interrupt the Work, and within the time stated in such notice, the Contractor shall suspend shipment and delivery of material and stop any part or all of the Work and operations hereunder for the periods of time designated by the Owner in the notice. The Contractor shall immediately confer with the Owner relative to:

a) Probable duration of the suspension or stoppage;

b) Delays and extensions of time resulting therefrom;

c) The reduction or elimination of the Contractor’s field costs; and

d) Prospective costs and expenses which may result directly from the suspension or stoppage; including, but not limited to, the costs to the Contractor of complying with the Owner's directions relative to the preservation of the Work in progress and the protection of existing facilities, materials, and equipment on or in transit to the Project Site.

3) The Owner may, by further written notice, require the Contractor to promptly resume all or any part of the Work and operations required by the resumption notice.

4) Claims of the Contractor for costs and damages resulting from the Owner's suspension, delay, or interruption of the Work shall be determined in accordance with the following:

a) If the performance of all or any part of the Work on the Project is otherwise delayed or interrupted by an Owner Delay; and

b) If such act causes delays in the Critical Path Activity, then the Project Schedule and the Contract Times shall be adjusted by Change Order but only to the extent necessary to compensate for such delay; then

c) Owner shall make an adjustment to the Contract Sum for the following items:

i) The cost of equipment necessary for the performance of Contract Work required to remain on the Project Site that could not be used for any Work whatsoever and could not be relocated to perform other Work on other sites, calculated as set out in Article 27.B.3) herein;

ii) Field general conditions actually incurred by the Contractor for the cost to maintain the Project Site and the required facilities for the Contractor, Engineer, and Owner, for the duration of the delay, or the increase in the time on the Critical Path, whichever is less.

iii) Actual salaried supervision costs for supervision required on Site for an extended period where the supervisor could not be released from the Project and where no Contract Work could be performed.

iv) No payment shall be due to the Contractor for home office overhead (including but not limited to Eichleay); equipment not necessary on Site during the delay period or which is used in performing other work during the delay period; consequential damages, including anticipated profits, loss or interference with bonding capacity; mark-up of any sort; insurance; interest; or any other costs not specifically delineated herein.

v) Contractor agrees to accept the specified costs as full compensation for any Owner Delay whether agreed or disputed.

vi) All costs shall be subject to audit by the Owner.

5) The Contractor shall have no further claim whatsoever against the Owner for damage or loss of any kind resulting from suspension of operations or delays or interruptions caused by an Owner Delay.

6) Immediately upon (and not more than 48 hours following the commencement of) the occurrence of an Owner Delay, the Contractor shall provide the Owner with a Notice of Claim in the form and substance set forth in the Disputed Work provisions herein. In addition to such information, the Notice of Claim shall describe in detail the claimed delay, a description of the portions of the Work affected, the relief requested, and additional relevant details. Failure to submit this Notice, including all supporting details, shall constitute a waiver of claim by the Contractor. In the case of a continuing cause of Owner Delay, only one Notice is necessary. If the Owner acknowledges the asserted Owner Delay, the parties will process the claim using the Change Order process. If the Owner determines that no Owner Delay has occurred, the claim will be addressed under the Disputed Work provisions. Unless and until Owner recognizes an Owner Delay, Contractor should proceed with the requirements for Disputed Work until the Owner decides.

7) No adjustments shall be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted

by any other cause, including the fault or negligence of the Contractor; to the extent the delay and associated costs could have been mitigated by the Contractor; or for which an equitable adjustment is provided or excluded under any other provision of this Agreement. The Owner's exercise of any of its rights under this Agreement or Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.

8) Each Subcontractor shall be bound by the foregoing provisions.

E. In the Project is delayed, Contractor shall be prepared to accelerate the Work if directed by the Owner, in writing, in order to meet the Contract Times in the Contract Documents. Owner will pay Contractor for accelerating the Work only if necessitated by an Owner Delay or by a Force Majeure event and acceleration is required by Owner; provided Contractor has strictly, not substantially, complied with all claims and/or Disputed Work notices, and other submittal requirements identified in the Contract Documents. Within five (5) days of a written request from the Owner, Contractor shall provide Owner with an acceleration plan and an itemization of all costs for implementing that plan as well as an itemization of all costs that Contractor will claim if completion of the Project is extended because of an Owner Delay.

28. PATENTS

A. The Contractor shall pay all royalties and license fees and shall hold and save the Owner and any Indemnified Party harmless from all liability of any nature or kind, including cost and expenses, for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license right.

B. In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the Owner or any Indemnified Party, involving any such patent or license rights, the Owner shall have the right to, and may retain from, any money due or that may become due to the Contractor, an amount deemed necessary by the Owner to protect the Owner and the Indemnified Parties against loss. Owner will retain such sum until the claim or suit has been resolved and satisfactory evidence of the resolution has been furnished to the Owner.

29. SUBSTITUTES AND OR-EQUALS

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words such as no like, equivalent, or "or-equal" item or no substitution is permitted, alternative or substitute items of material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below.

1) Or-Equal Items: 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 approval of proposed substitute items. For the purposes of this Article, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a) In the exercise of reasonable judgment Engineer determines that:

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

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

iii) it has a proven record of performance and availability of responsive service that equals or exceeds the specified item; and

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

i) the Contract Price and Contract Times will not increase;

ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents;

iii) it will require no changes in substrates, work on which it depends, nor services; and

iv) it will not have operating, maintenance or life cycle costs greater that the specified item.

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 these provisions, it will be considered a proposed substitute item.

a) Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute, therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

b) The requirements for review by Engineer will be as set forth herein, as supplemented in the Specifications and as Engineer may decide is appropriate under the circumstances.

c) Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks

to furnish or use.

d) The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; has a proven record of performance and availability of responsive service that equals or exceeds the specified item; be similar in substance to that specified; be suited to the same use as that specified; and it will not have operating, maintenance or life cycle cost greater than the specified item.

i) Will state: the extent, if any, to which the use of the proposed substitute item will impact Contractor's ability to meet the Substantial Completion date; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other Work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

ii) Will identify: all variations of the proposed substitute item from that specified; available engineering, sales, maintenance, repair, and replacement services; and

iii) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

C. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute mean, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided above.

D. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this provision. If multiple substitutes are submitted by the Contractor, Contractor shall provide an order of priority in which Engineer is requested to review various proposed substitutes. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or a Shop Drawing for an "or equal" indicating that the item was found to qualify as an "Or Equal" subject to these provisions and marked "Returned Without Exceptions." Engineer will advise Contractor in writing of any negative determination or conditions on the use of an Or Equal or Substitution. Contractor waives and releases Engineer and Owner from any claim for delay or costs

incurred by Engineer's evaluation of substitute items submitted by Contractor.

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

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

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

H. Conditions on Approval: If deemed appropriate, the Engineer may approve the substitute only with conditions required of the Contractor. Such conditions may include guarantees, no cost modifications to the Work to accommodate the substitution, credits to the Owner for reduced costs, or other accommodations or requirements.

I. Approval of an "or-equal" of substitute shall not constitute adoption of the "or-equal" or substitute as part of the Engineer's design. The Contractor shall remain responsible for all errors or the failure of the "or-equal" or substitute to perform as anticipated.

30. DISPUTED WORK

A. Step 1: Notice of Claim

1) The Contractor shall not be entitled to payment of any additional compensation or an extension of time unless the Contractor has strictly complied with the requirements for written Notice of Claim specified herein. Compliance with this Article shall not be required if the claim falls within the scope of the Differing Site Conditions provisions of these General Conditions unless and until the Owner decides as to whether a differing condition described in that Article exists on the Project. Contractor must submit a Notice of Claim when proceeding with Work ordered by a Work Directive where the Contractor intends to seek an adjustment of the Contract Sum or an extension of Contract Times for the Work specified in the Work Directive.

2) If Contractor seeks compensation for Work or materials which it claims is not included in the original scope of the Work or Contract Price, and not subject to a Work Directive, the Contractor shall submit a written Notice of Claim to the Engineer, with a copy to the Owner, within three (3) working days of discovering the basis for the Claim and in any event before the Contractor begins the Work on which the Contractor bases the claim. For Emergency Work, the Contractor shall provide the Notice of Claim as soon as practical, but in no event more than two (2) working days after beginning the Work.

3) Contractor's written Notice of Claim shall be submitted on the appropriate form

furnished by the Owner and shall be certified with a reference to the Federal False Claims Act. The Notice shall detail the reasons Contractor is seeking additional time and/or money and provide an itemization of estimated costs. The Notice shall also state whether the affected Work impacts the Critical Path for completion of the Project. If such notice is not given, the Contractor shall be deemed to have waived its claim for extra compensation for that claim. A Notice of Claim submitted after the costs have been incurred shall not satisfy the requirements of this Article and the claim shall be deemed waived.

B. Step 2: Maintenance of Executed Cost Records

Contractor shall track all costs incurred and submit Daily Work Tickets for signature as specified in Article 27.D of these General Conditions. Contractor shall furnish all Daily Work Tickets with its Notice of Claim. If the Contractor is unable to provide properly completed Daily Work Tickets on the form supplied by the Owner for each and every day that Contractor seeks to be paid, Contractor may submit other documentation for the missing Daily Work Tickets together with an explanation as to why Contractor did not obtain Daily Work tickets for this work. Substitute documentation may be submitted only for occasional missing days, which Engineer shall have no obligation to accept. Engineer's occasional acceptance of such documentation shall not create a waiver of Contractor's obligation to provide Daily Work Tickets. If the Engineer accepts the substitute documentation, the claim shall be addressed as set out herein. If the Engineer rejects the substitute documentation, and Contractor fails to furnish acceptable alternative documentation within 15 days of the performance of the work, then Contractor will be deemed to have waived its right to compensation for any work not reported on a Daily Work Ticket signed by the Observer.

C. Step 3: Substantiation of Claim

1) Within 15 calendar days of completing the affected Work, the Contractor shall submit substantiation of the Contractor's actual costs together with a Time Impact Analysis of the actual impact of the Work on the Schedule. The Time Impact Analysis shall identify the actual impact of the Work on the Critical Path of the Schedule and shall not be based on fragments inserted into the baseline schedule to create theoretical schedule impacts. The Time Impact Analysis also shall identify and include all revisions to schedule logic, added or deleted activities, changes in Activity identification, overlapping of Work items and/or re-sequencing that can be applied to eliminate or reduce the impact on the Schedule. Each claim shall be addressed in a separate Notice of Claim and substantiation of actual costs. Multiple claims shall not be combined into a single notice and costs and time incurred must be set out separately for each claim.

2) Failure to provide any portion of the required notification or substantiation of the Claims as required herein shall constitute a waiver of the Contractor's Claim and all costs and time impact related thereto.

D. Step 4: Inspection of Documents

Upon request by the Owner, Contractor shall make available for inspection and copying any and all documents or records in Contractors possession which pertain to the Claim.

Owner is not required to provide the reasoning or analysis that is the basis for any request for documents.

E. Step 5: Claim Negotiations

1) The Engineer shall notify the Contractor of the Owner's general position on Contractor's Claim as soon as reasonably practical. Within three (3) business days of receipt of such notice, Contractor shall identify a representative to meet with representatives of the Owner and Engineer. Such a meeting shall be scheduled within thirty (30) days following issuance of the notice. The meeting date may be deferred for good cause by either party. At the meeting, Contractor shall present and support every aspect of the Claim. Such representative shall have full authority to negotiate and resolve the Claim, including the authority to withdraw the claim in its entirety. Multiple claims, for which the Contractor has provided separate notices and support as set out above, may be addressed in a single meeting. Owner shall furnish a list of questions, concerns or issues with the Claim not less than five (5) days prior to the meeting. The Contractor shall designate such representative or representatives as necessary to address each claim that will be considered in the meeting.

2) If the claim or claims are not resolved at the initial negotiation meeting, Contractor shall appoint a second representative at a higher level of authority within Contractor's organization. The Owner likewise will appoint a representative of higher authority to meet with the Contractor's Representative. The higher-level representatives will meet with the Engineer to further negotiate and discuss the unresolved claims within thirty days of the conclusion of the initial meeting unless this date is extended by the Owner. The participants of the original meeting may attend this second meeting if requested by the Contractor and agreed by the Owner.

3) If no resolution is reached following the initial negotiation, upon request of the Owner, the Escrow Bid Documents may be jointly reviewed by the Owner, Engineer, and Contractor in order to assist in the analysis and/or resolution of disputed claims. Owner need not justify the request to review the Escrow Bid Documents. When requested by the Owner prior to the second level of negotiations, the Escrow Bid Documents shall be examined during or prior to such meeting and, if necessary, the time for negotiations may be extended by written authorization from the Owner in order to allow sufficient time to review the Documents.

4) The failure to participate in the negotiating meeting shall constitute a waiver of all claims to be addressed in the meeting. Owner may record the meeting, if desired, and either party may bring an additional participant to take notes and prepare minutes of the meeting. The meeting shall be considered a confidential settlement discussion and nothing said or done at the meeting shall be admissible in any proceeding whatsoever as evidence of liability or any asserted defense to a claim, other than as necessary to establish whether the Contractor failed to appoint and provide a representative in accordance with the requirements of this Article.

F. Step 6: Owner's Final Decision

1) If the Claim or any part of the Claim is not resolved at the claim meeting, the Engineer will notify the Contractor in writing of the Owner's final decision on the Claim. Within thirty (30) days of receipt of this decision, the Contractor shall either accept the final decision, or provide written objection to the decision. The failure to timely object to Owner's decision shall constitute acceptance of that decision and a waiver of all objections and any right to further compensation or time for the issues raised in the Claim.

2) In the event that Owner, in its sole discretion, determines that the Claim brought by Contractor is prohibited by and/or Contractor has waived the right to assert such Claim in the Contract Documents, Owner may deduct from the unpaid Contract Sum or invoice Contractor all fees, charges and expenses of the Engineer, its consultants, Owner's attorneys and other professionals, as well as Owner's staff time arising and/or resulting from the assertion of the prohibited Claim. In addition, the assertion of such Claim(s) shall be considered by Owner in connection with the evaluation of Contractor's overall performance of the Work when awarding future contracts.

G. Intent and Waiver of Claims

1) The intention of this provision is to bring any potential claims to the attention of the Engineer and Owner as early as possible in order to allow mitigation efforts and expedited resolution of claims or potential claims. Contractor waives its right to any additional compensation and/or extension of time for any claim that is not submitted in accordance with this Article. This Article applies to all claims for extra Work, changed Work, delay, acceleration, constructive changes or constructive acceleration, disruption to the orderly performance of the Work, and every other claim for additional compensation by the Contractor in relation to the Contract Documents, or to the Work on the Project. The requirements of this Article may not be waived by the express or implied statements, representations, or actions of the Engineer or Owner. The failure to enforce these provisions on one or multiple occasions shall not constitute a waiver of these provisions. Upon request of the Contractor, Owner may, by specific written authorization, extend the time for the Contractor to provide any of the requisite documentation or acts set out herein. Such authorization shall not be implied by actions, inactions or creative interpretation of written documents. Nor shall such authorization be valid unless issued and executed by the Owner. Owner shall have no obligation to extend the time requested by the Contractor, but requests for such extension shall not be unreasonably denied. Under no circumstances shall Owner have any obligation to approve a request for an extension of time made by Contractor after the time to provide notice, documentation or take a specific action has expired (regardless of reasonableness). No extensions will be permitted which prevent the Owner from having sufficient time to respond or react to a claim or which render impractical the Disputed Work or Dispute Resolution provisions of the Contract Documents.

2) Nothing in this provision shall relieve the Contractor of any other obligations under the Contract.

H. Step 7: Contract Dispute Resolution

All claims not resolved through the process set out herein shall be addressed after Final Completion through the Dispute Resolution procedure set out in the Contract Agreement.

31. DIFFERING SITE CONDITIONS

A. If a Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Site, before disturbing the physical condition, the Contractor shall promptly notify the Engineer of the physical condition in writing:

1) A subsurface or a latent physical condition at the Site which materially differs from that indicated in the Contract Documents.

2) An unknown physical condition at the Site of an unusual nature materially differing from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

B. Upon Contractor providing the Engineer with a written notice under this Article, Engineer shall promptly investigate the physical condition on behalf of Owner and report the results of such investigation to Owner. If the Engineer determines that the alleged condition is a Differing Site Condition under the Contract, Engineer will consult with the Contractor to review the available options to resolve the Differing Site Condition and provide written direction accordingly.

C. The Owner shall issue through the Engineer, a written determination as to whether it agrees that the physical conditions do materially differ, and if so, the Owner will issue an appropriate Change Order in accordance with the Change Order provisions set out herein.

D. Contractor may not make a claim for additional costs or time because of a physical condition as described herein unless the Contractor has complied with the notice requirements of this Article. The failure to provide the required notice constitutes a waiver of Contractor's claim. The Owner may extend the time required for notice under this Article by providing, through the Engineer, written instructions to the Contractor to proceed with the Work while a determination is being made as to whether the physical conditions do materially differ.

E. If Contractor disputes Owner's determination, Contractor shall provide a Notice of Claim and pursue its remedies as provided in Article 30 herein. The failure to provide a Notice of Claim in conformance with the provisions of Article 30 prior to proceeding with any further Work on the claimed differing condition shall constitute acceptance of the Owner's determination and a waiver of all claims for additional time or money arising from the alleged Differing Site Condition.

F. This Article is not applicable to any conditions or claims other than the conditions specified in Subsection A.1) or A.2) of this provision.

32. CLEAN UP AND RESTORATION

The Contractor shall, as directed by the Owner, remove at its own expense from the Owner's property, easements and rights-of-way and from all public and private property all temporary structures, rubbish and waste materials resulting from its operation. Unless otherwise stated on the Drawings or Specifications, the Contractor shall restore the job Site to substantially the same condition as existed prior to beginning of Work.

33. USE OF COMPLETED PORTIONS OF THE WORK

The Owner may, at any time during progress of the Work, after written notice to the Contractor, take over and place in service any completed portions of the Work which are ready for service, although the entire Work of the Contract is not fully completed, and notwithstanding the time for completion of the entire Work or such portions may not have expired. The use of any portion of the Work by the Owner under the provisions of this Article shall not constitute Final Acceptance of the Work or any portion thereof or of the Project.

34. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to its hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of its race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon a bona fide occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

35. LABOR HARMONY

It is the Contractor’s sole and exclusive responsibility to provide and maintain harmony between and among the tradespersons employed by it, each of its Subcontractors, and any other tradespersons working on the Project. Owner may, but is not required to, implement necessary procedures to restore labor harmony or to enable Work to proceed timely in the event of a labor discord. Contractor shall be responsible to Owner for all costs, expenses, fees, attorney fees or other expenses resulting from Contractor’s failure to maintain Labor Harmony.

36. AUTHORITY

No agent of the Owner shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without the formal written authorization to do so, conferred by the Contract of which the Specifications are a part, or by ordinance, resolution, or other usual official action by the Owner.

37. SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the Site, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced. Contractor shall be responsible for initiating and maintaining all the required sanitary facilities as indicated in the provisions of MIOSHA

Standards, Part I, "Construction Safety Standards".

38. SUNDAY, HOLIDAY AND NIGHT WORK

Allowable working hours will be controlled by local ordinances, and no Work will be permitted at other hours or on Sundays or holidays, except to save property or life or as specifically authorized or directed by the Owner. In all cases Contractor must comply with local ordinances.

39. SCHEDULING

The schedule requirements are specified in the General Specifications.

40. PROGRESS OF WORK

A. The Work shall be prosecuted regularly and without interruption, unless the Owner shall otherwise specifically direct, with such force and at such points as to ensure its full completion within the Contract Times.

B. If the Owner determines that the Contractor has fallen behind in the progress of the Work or is in danger of falling behind at its then-current rate of progress, or is responsible for any Project Schedule delays, Owner may direct Contractor, on written notice, to take all steps Owner deems necessary to improve the rate of progress of the Work, including requiring Contractor to increase its labor force, number of shifts and/or overtime operations, days of Work, or to provide additional equipment or materials. Within forty-eight (48) hours of such written notice from Owner, Contractor shall submit for Owner's review, a recovery plan and schedule to demonstrate how Contractor will implement the required steps to attain the required rate of progress. Contractor will implement the recovery plan immediately upon return of the plan without exceptions. If Owner determines that Contractor's recovery plan will not attain the required rate of progress, Contractor will take the steps Owner directs in that regard and perform the Work accordingly, all without additional cost to the Owner. If Contractor fails to submit or follow a recovery plan as required or perform the Work in accordance with Owner's directives, Owner may, following twenty-four (24) hour notice to Contractor, perform the Work as Owner deems necessary to attain the required rate of progress. Owner may deduct from any payment due to Contractor or collect directly from Contractor on demand all costs, expenses, and damages incurred or suffered by Owner in connection with Contractor's delay in the progress of the Work or to the Project Schedule.

41. TIME OF COMPLETION

The time allowed for completion of the Work contemplated in this Contract shall be the date set forth as the Contract Time(s). Any returns to Contractor of "No Exceptions" of any Project Schedule, Schedule Update, or Schedule Revision, if any, shall not relieve the Contractor of the responsibility to complete the Work within the Contract Time(s).

42. TIME IS ESSENCE OF CONTRACT

It is expressly understood and agreed by the parties that the time specified for the completion of the Work is the essence of this Contract, and the Contractor shall not be entitled to claim complete and final performance of the Contract unless the Work is satisfactorily completed in

every respect, within the time herein specified.

43. ESTIMATED QUANTITIES

The quantities of the various classes of Work to be performed and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the Bids offered for the Work under this Contract; and neither the Owner nor its agents are to be held responsible should any of the estimated quantities be found incorrect during the construction of the Work; and the Contractor shall make no claim for anticipated profit, nor for loss of profit, or for additional compensation of any type, or for reimbursement of any cost or expenses of any type, because of a difference between the quantities of the various classes of Work actually performed or materials actually delivered, and the estimated quantities as herein stated, except as described in Article 27.A.2) above.

44. FORFEITURE OF CONTRACT

A. If Contractor abandons the Work under this Contract, or if the Owner determines that the Contractor is not prosecuting the Work at a reasonable rate of progress, or fails to comply with all or any of the terms and requirements herein set forth, then the Owner shall have the right to take possession of the Work, including Contractor's plant, supply, and materials, at any time after having notified the Contractor in writing to discontinue the Work for said cause or causes. Such action shall not affect the right of the Owner to recover damages resulting from Contractor’s forfeiture. Upon receiving such notice, the Contractor shall immediately grant Owner safe and peaceable possession of the Work, including the plants, and shall then cease to have control over any portion thereof or the labor employed thereon.

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

45. NO WAIVER OF CONTRACT

A. Neither the acceptance of the whole or any part of the Work by the Owner or its Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for the whole or any part of the Work by the Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waiver for any portion of the Contract or any power therein reserved to the Owner, or any right to damages therein provided; nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

B. No failure or course of conduct of the Owner to enforce the terms and conditions of the Contract Documents shall be treated as a waiver of any contract provision, it being agreed and understood the actions and/or inactions of the Owner shall not relieve the Contractor of each of its obligations under the Contract Documents. No waiver may be orally conveyed. No waiver of any provision of the Contract Documents may be expressed or implied in any document other than a Change Order.

46. PAYMENT NOT A WAIVER

Any payment to Contractor or the issuance of any Certificate of Substantial Completion or Acknowledgement of Substantial Completion or Certificate of Final Completion or Acknowledgement of Final Completion shall not constitute acceptance by Owner of the quality of the Work that is the subject of such payment, nor shall it be deemed a waiver with respect to any claims that Owner may have with respect to such Work. Moreover, the payment of any amount to Contractor shall not preclude the Owner from demanding and receiving from the Contractor or its sureties, separately or collectively, such sums as may have been improperly paid the Contractor by reason of any return or certificate which has been untruly or incorrectly compiled. The making of Final Payment shall not constitute a waiver of any claims by Owner including, without limitation, any claims arising from or relating to: (1) liens, claims, security interests or encumbrances arising out of the Contract Documents and which are unsettled; (2) the failure of the Work to comply with the requirements of the Contract Documents; (3) the terms of any express or implied warranties, or special warranties required by the Contract Documents; and (4) an audit of Contractor's or any Subcontractor's or Vendor's books and records. Acceptance of Final Payment by Contractor, a Subcontractor or Vendor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled in the Application for Final Payment.

47. WARRANTY-GUARANTEE

A. Contractor hereby makes the following guarantees with respect to the Work undertaken by Contractor pursuant to this Contract:

1) Contractor's obligation to correct defects, deficiencies or non-conforming Work performed under the Contract, either by the Contractor or its Subcontractors, or the material suppliers, under the guarantees provided herein shall apply to all defects or non-conformities in the Work that appear within the later of two (2) years following Final Acceptance of the Work, such longer period for any component of the Work as specified in the Contract Documents, or any statutory time period; provided, however, that if such defects or non-conforming work are latent in nature; i.e., not reasonably ascertainable prior to or within two (2) years following Final Acceptance of the Work, then Contractor's obligation to correct defects, deficiencies or non-conforming Work shall apply to each such latent defect or non-conforming Work that appears for a period of time equal to the statute of limitation period applicable to such latent defect or non-conforming work, or for the period for which Contractor is contractually obligated to correct said latent defect or non-conforming Work, whichever is longer.

2) The obligations of Contractor herein shall extend to the correction of the defect or non-conforming Work, the removal and replacement of other portions of the Work that are necessary to be removed to gain access to the Work to be corrected, and the repair or replacement of any damage caused by said defect or non-conforming Work. Any corrective work required hereunder shall be accomplished by repairing or replacing the defect or non-conformity. All defective or non-conforming materials which Owner requires to be replaced shall be removed promptly from the Site by Contractor, at its sole cost and expense. If Contractor fails promptly to commence correcting any non-conformity or defect as directed by Owner, Owner may correct such defect or non-conformity and charge the cost thereof to Contractor in the event of a default by Contractor.

3) Any warranty or guarantee shall not act as a limitation on any claim or cause of action otherwise available to the Owner, and shall not shorten any applicable statute of limitation, nor impact any other right or claim the Owner has against the Contractor.

48. MOBILIZATION

A. **Description:** This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; for the establishment of the Contractor's offices, buildings, and other facilities necessary to undertake the Work on the Project; and for other Work and operations which must be performed, or for expenses incurred, prior to beginning Work on the various contract items on the Project Site. Mobilization also shall include pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the Project and are of a general nature rather than directly and are not attributable to other pay items under the Contract. Mobilization shall also include all bonds (i.e. Performance, Labor and Material, and Maintenance and Guarantee) and insurance

costs.

B. **Measurement and Payment:** Mobilization will be paid for at the Contract Price on a lump sum basis based on the following schedule:

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5%	50%
10%	75%
25%	100%

1) The Owner may, at his sole discretion, agree to partial payment for mobilization based on actual demonstrated and documented cost.

2) The total sum of all payments for mobilization shall not exceed the original Contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down its Work on the Project, moved equipment away from the Project and then back again, or for additional quantities or items of Work added to the Contract.

3) Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

4) When a pay item for mobilization is not included in the proposal, payment for any such Work required is considered to have been included in payments made for other items of Work.

49. HAZARDOUS SUBSTANCES

A. Owner shall be responsible for any Hazardous Substance, as defined in Michigan Natural Resources and Environmental Protection Act (NREPA), Act 451 of 1994, as amended, uncovered or revealed at the Site which (1) was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, (2) as to which Owner did not otherwise give Contractor any notice of the possible presence of such substance, (3) was not discovered by Contractor if it did a reasonable and competent inspection and investigation of the Site, and (4) which presents a substantial danger, unless certain safety precautions are adopted, to persons exposed thereto in connection with the Work at the Site. Under no other circumstances shall Owner have any responsibility or liability whatsoever for any such hazardous substance, including without limitation any hazardous substance brought to the Site by Contractor, any Subcontractors, suppliers or anyone else for whom Contractor is responsible.

B. If Contractor discovers any undisclosed and previously unsuspected hazardous substance that falls within the definition set forth in the preceding Article 50.A, Contractor shall immediately: stop all Work in connection with such hazardous substance and in any area affected thereby except in an Emergency and immediately notify Owner and

Engineer and thereafter confirm such notice in writing such that Owner is able to comply with any Emergency abatement measures that may be required by law. Owner shall promptly consult with Engineer concerning the necessity, if any, for Owner to retain a qualified expert to evaluate the alleged hazardous condition or take corrective or abatement action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required authorization related thereto if any and delivered to Contractor special written notice: specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to whether Contractor is entitled to any adjustment, or to the amount or extent of an adjustment, if any, in Contract Sum or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, Owner will issue a Work Directive and Contractor may make a claim therefore as provided in Article 31 herein.

C. If Contractor improperly stops and/or delays the Work by unreasonably alleging the presence of hazardous substances or conditions, or by unreasonably refusing to adopt certain safety precautions that would allow Work to continue safely, Contractor shall not be entitled to any adjustment of the Contract Times or to any additional compensation of any type, and shall be liable for any loss, cost or damages incurred by Owner, as well as liquidated damages to the extent provided in the Contract Documents.

D. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief that it would be unsafe to do so, supported by appropriate evidence and expert opinion, then Owner may order any portion of the Work that would involve contact with any hazardous substances to be deleted from the Work. If Owner and Contractor cannot agree as to whether Contractor is entitled to any adjustment, or to the amount or extent of an adjustment, if any, in the Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the Work performed by Owner's own employees or by any contractor of Owner's choice.

50. INSURANCE AND INDEMNIFICATION

A. Contractor shall secure the insurance set forth herein. The insurance required of the Contractor is as follows:

1) Prior to commencement of the Work, the Contractor shall purchase and maintain during the term of the Project such insurance as will protect Contractor, Owner and Engineer from claims arising out of the Work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of:

a) Workers' Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the State of Michigan; 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 of Michigan are acceptable.

b) Commercial General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

i) All premises and operations;

ii) Explosions, collapses and underground damage;

iii) Contractual Liability for the obligations assumed in the General and Supplementary Conditions of this Contract;

iv) The usual Personal Injury Liability endorsement with no exclusions pertaining to employment; and

v) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.

vi) The Commercial General Liability Policy shall have "project aggregate" limits, and the certificate shall contain an appropriate notation clearly evidencing such "project aggregate" coverage to the full amount and extent of the minimums required under the General Conditions and/or Supplementary Conditions herein.

c) A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, Owner strongly recommends that Contractor obtain the Commercial General Liability and the Comprehensive Auto Liability from the same insurance carrier, though not necessarily in one policy.

d) The Contractor will purchase for the Owner an Owners and Contractors Protective (OCP) Liability policy to protect the Owner, the Engineer, their respective consultants, agents, employees and such public corporations in whose jurisdiction the Work is located for their contingent liability for Work performed by the Contractor, the Subcontractor(s) or the Sub-Subcontractor(s) under this contract.

e) The Contractor shall purchase a Builder's Risk-Installation Floater in a form acceptable to the Owner for the life of the Contract on insurable portions of the Project for the benefit of the Owner, the Contractor and Subcontractors, as their interests may appear. Insurable portions of the Project include, but are not necessarily limited to, building of major structures such as pumping stations, sewage treatment plants, bridges, diversion chambers and meter chambers and other property whether in

place, stored at the job Site, stored elsewhere, or in transit at the risk of the insured(s). The policy shall be procured in the amount of the initial Contract Sum, plus the value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis as of the time of any loss. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the Project, whichever is later. Contractor shall provide a copy of the Builder's Risk policy for review by the Owner. If the Owner believes additional coverage is necessary, the Owner shall notify the Contractor in writing within seven (7) days of receiving the policy. Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable Laws and Regulations. The Contractor may arrange for such deductibles as it deems to be within its ability to assume, but Contractor will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as Trustee for the other insured(s).

f) Umbrella or Excess Liability: The Owner or its representative may, for certain projects, require limits higher than those stated in Article 51.B which follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance.

g) Railroad Protective Liability: Where such an exposure exists, the 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 Contract Documents for limits and coverage requested.

h) Professional Liability: Contractor shall cause any professional providing design or engineering services to Contractor as required by the Contract Documents to maintain professional liability insurance.

i) The Contractor shall purchase Contractor's Pollution Liability (CPL) Insurance and include the additional insureds as required by the Contract Documents.

j) Impairment of Coverage: The Owner may in its discretion, at any time and without payment of further compensation or fees to the Contractor, require the Contractor to obtain and provide satisfactory evidence of appropriate supplemental, additional or replacement insurance coverage (of any type required hereunder) in the event of any cancellation, lapse, impairment, restriction or reservation that would have the effect of either removing, reducing or rendering insecure any of the coverage required of Contractor hereunder.

B. Limits of Liability for the Contractor: The required limits of liability for insurance coverage requested in Article 51.A shall be not less than the following:

1) Workers' Compensation

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability - (Each Accident)	$ 500,000
Employer's Liability (Disease Policy Limit)	$ 500,000
Employer's Liability - (Disease - Each Employee)	$ 500,000

2) Commercial General Liability

General Aggregate	$ 2,000,000
Products-Comp/Ops Aggregate	$ 2,000,000
Personal & Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage (any one fire)	$ 300,000
Medical Expense (any one person)	$ 5,000

3) Comprehensive Automobile Liability

Combined single limit	$ 1,000,000

4) OCP

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

5)	Builder’s Risk Installation Floater	Cost to Replace at Time of Loss
6)	Umbrella or Excess Liability	$ 2,000,000
7)	Professional Liability Insurance	$ 1,000,000

8) Contractor's Pollution Liability Insurance (CPL)

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

9) The required limits of liability for insurance coverage in the Contract Documents will be primary and non-contributory to any other insurance available to the additional insureds.

C. Insurance-Other Requirements

1) Notice of Cancellation or Intent not to Renew: Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer of cancellation or of intent not to renew.

2) Evidence of Coverage: Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the standard Accord Form. Other forms of Certificates are acceptable only if (1) they include all the items prescribed in the Accord Form, including agreement to cancellation provisions outlined in Article 51.C.1) above, and (2) they have been approved by the Owner and Engineer in writing. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated. The Certificate(s) for the required Commercial General Liability coverage shall clearly evidence "project aggregate" policy limits, as specified in Article 51.A.2) hereof.

3) Additional Named Insured and Additional Insured: Insurance requirements shall include the Additional Named insured and Additional Insured as set forth in the Supplementary Conditions hereto plus any additional municipality that may be created and exists at the time of award of this Contract.

4) Qualification of Insurers

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

b) All sureties shall be from U.S. Treasury list. In the event of a surety delisting, delisting, bankruptcy, insolvency or loss of right to do business in the state where the Project is located, Contractor agrees to replace such surety with one that complies with the Contract Requirements as no increase in cost to the Owner. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5) Acceptance of Bonds and Insurance; No Option to Replace: If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 51 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) as required by the Contract Documents. Owner and Contractor each shall provide to the other such additional information regarding the insurance provided as the other may reasonably request. If either party does not purchase or maintain all the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner will make the final and ultimate decision as to acceptability of the insurance and bonds provided. The Contractor may elect to obtain equivalent bonds or insurance to protect its interests at Contractor's own expense. If the Contractor secures quotations or additional insurance for this Project, the Owner has the specific right to initiate and continue direct dialogue with the Contractor's insurance agency, agent, carrier, wholesaler or broker of such insurance. Owner shall decide whether a Change Order shall be issued to adjust the Contract Price accordingly.

6) Subcontractors, Sub-subcontractors and suppliers will be required to have the same insurance as the Contractor as specified in the General and Supplementary Conditions, except as specifically modified above or approved in writing by the Owner.

7) The entire amount of Contractor's liability insurance policy coverage limits, identified in the policy and on the Certificate of Insurance, must, under the policy, be available to pay damages for which the Contractor becomes liable, or for which the insured assumes liability under the indemnity agreement herein contained, and such coverage amount shall not be subject to reduction or set off by virtue of investigation or defense costs incurred by Contractor's insurer.

8) The entire amount of the Contractor's liability insurance policy coverage limits shall be payable by the Contractor's insurer, with no deductible to be paid by, or self-insured retention to be attributed to, the Contractor unless this requirement is waived by the Owner. Contractor's insurance policy shall be primary to any policies carried by the Owner. Contractor's Certificate of Insurance must set forth the nature and amount of any such deductible or self-insured retention.

9) If Contractor's liability insurance coverage is subject to any exclusions, reduction of policy limits or limitations not common to the type of coverage being provided, such exclusions or limitations shall be noted on the Certificate of Insurance.

10) In the event that any of the policies of insurance or insurance coverage identified on the Contractor's Certificate of Insurance are canceled or modified, or in the event that Contractor incurs liability losses, either due to activities under this Contract, or due to other activities not under this Contract but covered by the same insurance, and such losses exhaust the aggregate limits of Contractor's

liability insurance, then in that event the Owner may in its discretion either suspend Contractor's operations or activities under this Contract or terminate this Contract, and withhold payment for work performed on the Contract.

11) The maintenance in full current force and effect of such form and amount of insurance as Owner shall have accepted, shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract.

12) If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this Article 51, the Owner may, but shall not be obligated to, upon five (5) days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand. Upon purchase of such insurance, the Owner shall issue, and the Contractor shall execute a Change Order reducing the Contract Sum by the cost of the insurance. The Contractor shall furnish all necessary information to incept and maintain such replacement insurance.

13) When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor also shall furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

14) The Contractor's liability and indemnification obligations to the Owner under the Agreement shall not be relieved or diminished by securing insurance coverage in accordance with the Owner's requirements or by the Owner's acceptance of certificates of insurance or policies. Any acceptance of insurance coverage by the Owner shall not be construed as accepting in any way deficiencies in the insurance

D. Indemnification Clause:

1) To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner, Engineer and any additional indemnities 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 "Demand(s)") to the extent caused by, arising out of, resulting from or occurring in connection with:

a) Contractor's breach of, or failure to comply with, the Agreement or any other contract that it enters regarding the Work, including any Default; or

b) 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 (1) the Work, (2) any activity associated with the Work or (3) 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 (including under this Agreement), whether arising before or after completion of the Work.

2) To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above Article 51.D.1), Contractor's indemnity obligations under this Agreement shall include, but are not limited to:

a) 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;

b) 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;

c) All indemnification obligations imposed upon Owner or Engineer, or both, arising out of or in connection with the Work or the Agreement; and

d) Indemnification for any penalties and/or fines arising or resulting from Contractor's any Subcontractor's failure to comply with laws and/or regulations applicable to its/their Work.

3) The fault or negligence of Owner, Engineer or other indemnities shall not be a defense to or bar Contractor's duty to indemnify Owner, Engineer or other

indemnified party except where the negligence of the Owner, Engineer or indemnity is the sole cause of the injury giving rise to the Demand.

4) The indemnification rights under this Agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

5) Owner, at its option, may select counsel to defend any Demand brought against it without impairing any obligation of the Contractor to provide indemnification.

6) 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 the 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.

7) The indemnification obligations of Contractor under this Agreement shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and Subcontractors arising solely out of:

   a) the preparation of or the failure to prepare maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or

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

8) Indemnification, additional insured and hold harmless obligations of Contractor and its Subcontractors under the Contract Documents shall survive the completion or termination of this Contract.

9) Contractor and Subcontractors will obtain endorsements from their insurance company(ies) waiving the insurer's subrogation rights against the Owner, all engineers and all of the 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.

51. EASEMENTS

A. This Contract may require Work to be performed within easements provided by the Owner. All such easements are on file with the Owner and are available for inspection by the Contractor. The Contract Documents show the location and limits of all such easements.

B. Easements provided by the Owner in the foregoing general forms also may include specific written conditions or restrictions. Contractor shall refer to individual easements for specific conditions or restrictions.

C. The Contractor shall conduct its operations in easements to comply with all requirements contained in easement agreements, including without limitation those directed specifically to the "Contractor", to the "County", to the "Owner", to the “Drainage District” or the "Grantee". Contractor acknowledges that all costs necessary to comply with such easement agreements is included in the Contract Price. The cost, unless otherwise included in the measurement and payment section, shall be incidental to the contract.

D. Additional agreements obtained by the Contractor from any property owner that alter or extend the rights granted under any easement agreement provided by the Owner, or any additional easement agreements obtained by the Contractor from any property owner, shall be obtained by the Contractor at its own expense. Such additional agreements or easement agreements shall not be binding upon the Owner. The Contractor shall defend and hold the Owner and any Indemnified Party harmless from any action that may arise from activities related to such additional agreements or easement agreements.

52. WAIVER OF CONSEQUENTIAL DAMAGES

A. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1) damages incurred by the 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 the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination or default. Nothing contained in this Article 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 such consequential damages against Engineer where such claims arise out of or relate to the Project, or the Contract Documents.

53. ATTORNEY FEE PROVISION

A. In the event of a default, termination, or any other dispute arising out of or related to this Agreement or the interpretation or enforcement of this Agreement, Contractor agrees to pay Owner’s reasonable costs, attorney fees, arbitration fees, expenses and the costs charged by necessary expert consultants and/or expert witnesses if Owner prevails in such action.

54. OWNERSHIP OF INVENTIONS

A. Contractor will promptly disclose to the Owner each invention, discovery and improvement which it, alone or together with others, may conceive or make at any time during this Agreement and the prosecution of the Work, and which is related to the Project, the Work or Owner’s business or interests.

B. In consideration of the payment of the Contract Sum, Contractor hereby assigns, and agrees to assign, all its rights, title and interest in such inventions, discoveries and improvements to the Owner, its successors, assigns and nominees. Contractor acknowledges that it is not entitled to additional fees or compensation for any such inventions, discoveries or improvements.

C. Whenever required to do so by the Owner, Contractor will execute any and all applications, assignments or other instruments which the Owner deems necessary to apply for and obtain copyrights or letters patent of the United States or of any foreign country, or otherwise to protect the Owner's interests in such inventions, discoveries or improvements. Any costs or fees involved in making such applications, assigning such patents, obtaining copyrights, or otherwise transferring any rights to such inventions, etc. shall be paid by the Owner.

D. Contractor's obligations under this Article will survive the termination of the Agreement and completion of the Project and are binding upon its assigns, executors, administrators and other legal representatives.

55. OWNER'S RIGHT TO CARRY OUT THE WORK

A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness as determined by the Owner and Engineer in their sole discretion, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

B. The Owner's right to take such corrective actions is in addition to, and without prejudice to, any other remedy the Owner may have and shall not prejudice the Owner's right to terminate this Agreement pursuant to the terms and conditions of the Contract Documents. The failure of the Owner to enforce the provisions of this Section in any given instance, or multiple instances shall not constitute a waiver of the right to enforce the provisions of this Section for that particular instance or instances, nor of any other instance where these provisions may be enforced.

56. OWNER MAY SUSPEND WORK

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in herein.

57. OWNER MAY TERMINATE FOR CAUSE

A. The occurrence of any one or more of the following events will justify Owner's termination of the Contract for cause:

1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under the Contract Documents);

2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3) Contractor's disregard of the authority of Owner and/or the Engineer;

4) Contractor becomes bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors;

5) Contractor fails to make prompt payment of any obligation to others (including but not limited to materialmen and laborers) arising from its performance of this Contract; and/or

6) Contractor's violation in any substantial way of any provisions of the Contract Documents.

7) a receiver, liquidator, trustee or assignee is appointed because of the Contractor's bankruptcy or insolvency;

8) a receiver is appointed for all or any substantial portion of the Contractor's properties;

9) Contractor abandons the Work;

10) Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is untrue in any material respect;

11) Contractor fails to make prompt payment of any obligation to others (including but not limited to materialmen and laborers) arising from its performance of this Contract; and/or

12) a Lien is claimed against any part of the Work or the Project Site by a member of the Construction Team, other than by reason of Owner's failure to pay Contractor amounts to which it is entitled under the Agreement, and not promptly bonded or insured over by the Contractor;

13) any representation made by the Contractor in the Agreement proves untrue, or the Contractor otherwise violates any provision of the Agreement;

14) Contractor persistently fails to comply with the requirements of the Contract

Documents; or

15) Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Subsection A occur, Owner may, after giving Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Contractor:

1) exclude Contractor from the Site, and 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);

2) incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3) complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided herein, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages including but not limited to all direct and indirect costs, such as administrative and supervision costs, delay costs, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs and fees and an allowance of ten percent (10%) of the total costs of completion for Owner's overhead and profit ("Owner's Damages"), Contractor shall immediately pay to Owner the difference, and Owner shall have a lien upon all materials, tools and appliances of Contractor taken possession of as aforesaid to secure the payment thereof, together with interest thereon at the highest rate legally permissible from the date demand therefor is made and until such excess is paid by Contractor to Owner. Owner's Damages will be reviewed by Engineer as to their reasonableness and, when so affirmed as reasonable by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Section, Owner shall not be required to obtain the lowest price for the Work performed.

D. Contractor's services will not be terminated if Contractor begins, within seven (7) days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure and completes the cure of such failure within no more than thirty (30) days of receipt of said notice.

E. When Owner's terminates Contractor's services, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

58. OWNER MAY TERMINATE FOR CONVENIENCE

A. Upon forty-eight (48) hours written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

B. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Article:

1) cease operations as directed by the Owner in the notice and deliver to the Owner the originals or legible copies of all Drawings, Specifications, reports and other data, records and materials in the Contractor's custody and control pertaining that portion of the Work terminated by Contractor;

2) enter into no additional Subcontracts, except as necessary to complete continuing portions of the Contract take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

3) terminate, on the most favorable terms possible, all Subcontracts to the extent they relate to the Work terminated except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;

4) complete the performance of Work not terminated; and

5) take actions that may be necessary or that the Owner may direct, for the protection and preservation of the terminated Work and of materials, plant and equipment in transit or stored.

C. Upon such termination, the Owner shall pay, and the Contractor, as its sole remedy, may recover (without duplication of any items) for the following:

1) completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3) all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

4) reasonable expenses directly attributable to termination.

D. The Contractor hereby waives all other claims whatsoever against Owner based on the termination, including, without limitation, loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

E. In any recovery by the Contractor, the Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Agreement and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor.

APPENDICES

CONTRACTOR'S AFFIDAVIT

The undersigned, _____ ("Contractor") hereby represents that on _____ (date of contract) it was awarded a Contract by the Oakland County Water Resources Commissioner, County Agency for the County of Oakland County or _____ Drain Drainage District [strike one], ("Owner"), in accordance with the terms and conditions of Oakland County Contract Name _____ ; and the undersigned further represents that the subject Work has been accomplished and the Contract has been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully or satisfactorily secured, and that all claims from Subcontractors and others for labor and material and equipment used in accomplishing the Project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily secured. The undersigned further warrants that if any such claim should hereafter arise, it shall assume responsibility for the same immediately upon Owner's request.

The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all legal and equitable claims or lien rights which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used and services or work performed in completing the Owner's project.

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

Contractor: _____

Signature: _____

Name: _____

Title: _____

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

_____

Notary Public

My Commission Expires: _____

CONTRACTOR'S DECLARATION

The undersigned, on behalf of _____ ("Contractor"), hereby declares that the Contractor has not, during the period commencing with the start of the Work which is the subject of the Contract defined below to following date: _____ , 20___, performed any Work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which Contractor shall ask, demand, sue for, or claim compensation from the Oakland County Water Resources Commissioner, County Agency for the County of Oakland County or _____ Drain Drainage District [strike one] ("Owner"), or its agents, in addition to the original scope of Work specified in Oakland County Purchasing Contract Number _____ and , on this _____ day of _____ , 20____ between Contractor and Owner, and in the Change Orders for additional or extra Work issued by the Owner, in writing, as provided thereunder and/or extension of time, except as set forth on the itemized statement attached hereto.

There ☐ is ☐is not an itemized statement attached.

Date: _____

Contractor: _____

Signature: _____

Name: _____

Title: _____

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1. INTENT

It is the intention of these General Specifications to describe work, which may be performed or required, on the various storm drains, sewer, water main or structure projects.

2. PUMPING AND DRAINING

A. The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from drains, sewers, trenches or other excavations. He shall also provide pumping and drainage facilities for bulk headed drain and sewer section and shall operate same as may be necessary until bulkheads have been removed or construction completed if bulkheads are to be left in place.

B. Where underground work contains an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable well points, deep wells, connecting manifolds or other methods, and reliable pumping equipment to operate same to insure proper construction of the work.

C. When pumping equipment and/or generators are placed within populated areas, the equipment shall be adequately muffled by using hospital quiet motors and/ or generators. The Owner will require the construction of temporary barriers to isolate noisy equipment. Temporary barriers shall be 4 feet above highest part of generator.

D. Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby watercourses whenever possible. Without exception, written permission must be obtained to traverse private property. All pumping and drainage shall be done without damage to any highway or other property, public or private, or to the environment, without interference with the rights of the public or private property owners. If it should become necessary to lay pipe in water, the Engineer must approve the method of installation. The contractor is responsible for acquiring and obtaining any permits for drainage or discharge if not already provided within the contract documents at time of bid.

E. The Contractor shall receive no extra compensation for, designing, providing, maintaining, or operating dewatering or drainage facilities.

3. SHEETING, SHORING AND BRACING

A. Excavations shall be sheeted and braced as necessary to ensure substantial completion of the work and/or to ensure the safety of the workmen or the public or to protect adjoining structures. All excavations shall be in accordance with MIOSHA standards.

B. No extra compensation shall be paid the Contractor for sheeting or bracing left in place, unless ordered left in place by the Engineer and then only a fair salvage value for material left in place shall be paid. The Contractor shall receive no extra compensation for sheeting or bracing left in place.

4. DISPOSAL OF EXCAVATED MATERIAL

Except for the amount of excavated materials enough for backfilling and construction of fills as called for on the plans; the Contractor shall dispose of all broken concrete, stone and excess excavated materials. The Contractor will be required to obtain his own disposal ground and will receive no extra compensation for disposing of any of the excess materials.

5. SOIL CONDITIONS

A. Borings may have been made by the Owner at the points indicated on the plans. This information is given to bidders as an aid in the determination of the character of the soil. The Owner does not guarantee, however, that the ground encountered during construction will conform to these borings and the bidders should secure such other information, as they consider necessary to check and supplement the above data.

B. The Contractor shall assume all risk and responsibility and shall complete the work in whatever materials, and under whatever conditions he may encounter or create without extra cost to the Owner unless a Differing Site Condition has been determined following Article 32 “Differing Site Conditions” of the General Conditions.

6. TREES

A. The Contractor shall preserve and protect all trees along the line of his work except where specified herein to be removed and not replaced, and shall assume all risk and responsibility for any damage to trees which he may cause or create as the result of his operations under this Contract, for a period of one year.

B. The Contractor will receive no extra compensation for preservation or protection of trees; for removal, disposal, replacement, trimming, or repair of damaged trees; or for other treatment specified herein except where noted.

C. All work affecting all trees shall be done using the best nursery practice of the industry. Any trees, roots, trimmings and stumps which are removed during performance of contract work shall be disposed of in a manner acceptable to the Engineer, or as specified in the contract documents. Burial of trees or tree related refuse in the backfill of any excavation for contract work shall be expressly prohibited. All diseased trees or diseased tree related refuse, and all Ash or Elm trees or Ash or Elm tree related refuse shall be disposed of by burning or by other methods approved by the Michigan Department of Agriculture.

D. Trees along the line of the work affected by the Contractor's operations which die, or trees planted by the Contractor which die, shall be removed completely by the Contractor and replaced as specified by Paragraph h. (4) below entitled, "REMOVE - REPLACE". Trees planted by the Contractor shall be guaranteed for one (1) year.

E. Contract work affecting trees located within the public right-of-way (dedicated or assumed) under the jurisdiction of the Road Commission for Oakland County, the Michigan Department of Transportation or of the municipality shall be governed by the requirements of the construction or forestry permits issued by these respective agencies.

F. In some instances, it may be policy of municipalities or other governmental agencies to issue permits which specify requirements of contract work affecting trees. Requirements of such permits shall govern within the geographic boundaries established by the permit.

G. The Contractor shall conduct and control his operations in accordance with the following specific requirements where trees are encountered in the performance of all contract work. Where such requirements differ from those specified by permits issued by the Road Commission for Oakland County, by the Michigan Department of Transportation, by municipalities or other governmental agencies, permit requirements shall govern.

1) Permanent Easement - Trees may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications.

2) Temporary Construction Easement - Trees in wooded areas shall not be clear-cut. Trees four (4) inches in diameter and smaller may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications. Trees larger than four (4) inches in diameter may be removed, if necessary, unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications, and only with prior approval of the Engineer.

3) Private or Public Road Right-of-Way - Trees located at a distance ten (10) feet or less from the centerline of construction may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions in the Supplemental Specifications, or by governing permit.

Trees located more than ten (10) feet from the centerline of construction shall not be clear-cut. Trees four (4) inches in diameter and smaller may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions, in the Supplemental Specifications, or by governing permit. Trees larger than four (4) inches in diameter may be removed, if necessary, unless otherwise indicated on the Contract Drawings, Easement Conditions, in the Supplemental Specifications, or by governing permit, and only with prior approval of the Engineer.

H. Definition and Application of Terms

1) Tree size is to be expressed as its diameter measured 3 feet from the ground.

2) Where the term "REMOVE" is indicated to apply to a specific tree, the Contractor shall remove the tree completely, including the stump.

3) Where the term "PRESERVE AND PROTECT - CONDITIONAL REMOVE" is indicated to apply to a specific tree, the Contractor may work around such tree and preserve and protect it from damage; or may remove such tree completely. If such tree is removed, the Contractor shall pay to the Property Owner the dollar amount set forth on the Contract Drawings or in the Supplemental Specifications. Should this payment not be made within 30 days, such dollar amount will be deducted from any monies due the Contractor on a subsequent regular construction estimate.

4) Where the term "REMOVE - REPLACE" is indicated to apply to a specific tree, the Contractor shall remove the tree completely and plant a replacement tree. The selection of the replacement tree shall be governed by the following, appropriate condition:

   a) The type and size tree noted on the plans or in the Supplemental Specifications.

   b) A comparable quality tree at least two (2) inches in diameter from nursery stock acceptable to the Engineer.

   c) The specific tree removed, if proper precautions are taken to prevent damage or permanent injury to the tree.

5) Where the term "SAVE" is indicated to apply to a specific tree, the Contractor shall work around such tree and shall preserve and protect it from damage.

6) Where the term "SAVE - TUNNEL" is indicated to apply to a specific tree, the Contractor shall tunnel or bore such tree.

I. Open Cut Excavation of Trees

1) Trees four (4) inches in diameter and smaller may be removed and re-planted if proper precautions are taken to prevent damage or permanent injury to the tree.

2) Trees eight (8) inches in diameter and smaller should not be open cut closer than four (4) feet as measured from the center of the tree to the nearest point of open cut or excavation. Undermining of the root structure or disturbance to the soil closer than four (4) feet for the total depth of open cut or excavation should be avoided.

3) Trees larger than eight (8) inches in diameter and smaller than twenty-four (24) inches in diameter should not be open cut closer than the radius of the main trunk in inches multiplied by one (1) foot. For example, a twelve (12) inch diameter tree should <u>not</u> be open cut closer than six (6) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure or disturbance of the soil closer than the controlling distance for the total depth of open cut or excavation should be avoided.

4) Trees twenty-four (24) inches in diameter through thirty-six (36) inches in diameter should not be open cut closer than twelve (12) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure of disturbance to the soil closer than the controlling distance for the total depth of open cut or excavation should be avoided.

5) Trees larger than thirty-six (36) inches in diameter should not be cut closer than one-third (1/3) the diameter of the main trunk in inches multiplied by one (1) foot. For example, a forty-two (42) inch diameter tree should not be open cut closer than fourteen (14) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure of disturbance for the total depth of open cut or excavation should be avoided.

J. Tunnels or Bores of Trees

1) Tunnels or bores under or adjacent to trees shall begin and end at points which fall outside a radius measured from the center of the tree equal to the radius of the main trunk in inches multiplied by one (1) foot plus one half the depth of open cut or excavation. In addition, the open cut or excavation at tunnel or bore and points should not be closer than the distance for open cut specified above under Paragraph I.

2) Tunnels or bores shall be constructed using structural liners to support the mined earth. Pre-mined, unsupported, earth tunnels or bores shall be expressly prohibited.

K. Removal of Trees

Where trees are removed, the Contractor shall remove the tree, completely, including the stump and main roots.

L. Filling Under and Around Trees

Permanent placement of earth fill above existing ground level, under or around any existing tree, without the prior consent of the Engineer, should be avoided. Damage to trees may result from permanent placement of fill materials on the existing ground surface, and over the root system.

7. FINAL CLEANUP AND RESTORATION

A. Upon completion of construction and before final payment is made the Contractor shall properly restore all disturbed areas to original or better condition as existed before his operations were started. The Contractor shall go over the entire line and refill any places that may have settled. The Contractor shall then regrade all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

B. The Contractor shall restore the job site to substantially the same condition as existed prior to beginning of work. All topsoil in the area of the excavation or in any area, which will be disturbed by construction, shall be excavated and stockpiled. After backfilling is completed and settlement has taken place, the topsoil shall be replaced. Topsoil removal, stockpiling, replacement and seeding as necessary, shall be as directed by the Engineer.

C. Minimum seeding requirement shall be MDOT "Roadside" Mixture.

D. Where the Contractor has disturbed lawn area, he shall then bring all areas to be seeded to an acceptable subgrade and shall then apply three inches (3") of "quality" topsoil acceptable to the engineer to attain finished grade.

1) "Quality" topsoil shall be defined as a loose black colored soil suitable for the growth of grass seed, obtained from the upper layer of an existing soil, free of limbs, twigs, rocks, stones, roots and debris, etc., containing organic matter rich in nutrients, with negligible clay content.

2) Prior to applying seed, all topsoil shall be brought to a friable condition conducive to receive the seed. All lumps and clods, etc. shall be thoroughly broken, crushed or removed. If the friable condition of the topsoil is lost through compaction or crusting due to rain, equipment movement, etc. prior to seeding, the seedbed shall again be made friable by raking, disking, etc. before applying the seed.

3) The Contractor shall then apply seed and fertilizer in accordance with the following table:

Location	Seeding Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT “Class A” Mix (30% Perennial Rye, 30%; Kentucky Blue, 40% Red Fescue) applied at 100 lbs./acre	600 lbs./acre of 10-6-6
Fields, Slopes & Ditch Banks, Etc.	MDOT “Roadside” Mix (50% Perennial Rye, 15% Kentucky Blue, 35% Red Fescue) applied at 100 lbs./acre	600 lbs./acre of 10-6-6

The Contractor shall then mulch all seeded areas with unweathered small grain straw, applied at the rate of 2-3 bales/1000 sq. ft. The mulch shall be anchored in place with biodegradable netting with openings not to exceed 1 1/2 inches x 3 inches, and a minimum roll width of 35 inches. It shall be anchored with wood pegs at least 6 inches long.

The Contractor shall be responsible to ensure the growth of all seeded areas and shall reseed as necessary, at his expense, to accomplish this end. The basis for payment for seed restoration shall be 50% upon the completion of the initial seeding, with the remaining 50% being paid upon establishment of a dense lawn of permanent grasses to the satisfaction of the engineer.

E. The Contractor may restore areas disturbed by his operations with sod conforming to MDOT 2003 Specifications Section 917.13 instead of seed, with the approval of the Engineer. In addition, sod shall be placed where called for on the Contract Drawings or

Supplemental Specifications. Sod shall be placed on a prepared bed of 2" of "quality" topsoil. On slopes steeper than 1 vertical to 3 horizontal, the sod shall be pegged with wooden pegs or wire stakes driven flush with the surface of the sod. Sod placed by the Contractor shall match existing lawn.

The basis for payment for sod restoration shall be 50% upon completion of initial sodding, with the remaining 50% being paid upon establishment of a dense lawn of permanent grasses to the satisfaction of the engineers.

F. If any special landscaped area is disturbed, because of the operations of the Contractor, it shall be reasonably restored to its original condition by the Contractor, or as specified in easement conditions or the contract documents.

G. Seeding or sodding, as may be required by Road Permits, shall be done in accordance with requirements of governing body issuing said Road Permits.

H. Final cleanup and restoration work shall be commenced and completed as soon as possible. The work must be done to assure that no disturbed areas exist within 1,000 feet behind pipe laying and/or within 30 days after pipe laying, whichever is less. The above shall apply exclusive of the time period from December 1 to April 1. The Contractor shall maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

I. If, in the opinion of the Engineer, work has not progressed in a reasonable manner, he shall have the right to direct the Contractor to proceed with the work or any portion there of immediately. In the event that the Contractor does not proceed with the work immediately, as directed by the Engineer, the Engineer may order any or all other operations of the Contractor, under this Contract, to cease until the final cleanup and restoration work is proceeding in an acceptable manner. Should the Contractor fail to comply with these provisions, the owner may with or without notice cause the required restoration and cleanup to be done by the owner or others and will deduct the cost of said work from any money due or to become due the Contractor under this Contract. The performance of such work by the owner or others shall serve in no way to release the Contractor from his general or liability for the safety of the public or the work.

8. PUBLIC AND PRIVATE UTILITIES - ROAD PERMITS

A. Utilities - Where any utilities, water, sewer, gas, telephone or any other either public or private, are encountered, the Contractor must provide adequate protection for them and he will be held responsible for any damages to such utilities arising from his operations.

1) When it is apparent that construction operations may endanger the foundation of any utility conduit, or the support of any structure, the Contractor shall notify the utility owner of this possibility and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

2) In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure such permits and pay all inspection fees.

3) When it is necessary in order to carry out the work, that a pole, electric or telephone, be moved to a new location, or moved and replaced after construction, the Contractor shall arrange for the moving of such pole or poles, and the lines thereof, and shall pay any charges therefor.

4) Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall fully cooperate with the utility owner and he shall see that his operations interfere as little as possible with those operations.

B. Existing Sewer Facilities - In certain instances, existing sewers or drains will be encountered along the line of work. In all such cases, the Contractor shall perform his operations in such a manner that sewer service will not be interrupted, and shall, at his own expense, make all temporary provisions to maintain sewer service.

1) Unless otherwise indicated on the plans, the Contractor shall replace any disturbed sewer or drain, or relay same to a new grade to be established by the Engineer such that enough clearance for the sewer will be provided.

2) The Contractor will receive no extra compensation for replacement of sewers or drains encountered, or for relaying at a new grade.

C. Existing Water Facilities - Where existing water facilities are encountered in the Work; they shall be maintained in operation. If necessary, they shall be relayed, using ductile iron pipe, offsets, bends and sleeves. The Contractor will receive no extra compensation for the relaying and/or lowering or raising of water mains.

D. Existing Gas Facilities - Where existing gas facilities are encountered, the Contractor shall arrange with the gas company for any necessary relaying and shall pay for the cost of such work.

E. In all cases the Contractor shall contact "MISS DIG" not less than 72 hours before starting construction for assistance in locating utilities or for any work to be done on utilities. The toll-free telephone number is 811.

F. Roads and Road Permits - The Contractor shall obtain any necessary construction permits for work within public streets, highways, roads or alleys. He shall pay for same at his own expense as well as for any inspection fees that may be required in connection with such permits, and in addition to all other requirements of these Contract Documents, shall conduct his entire operation in accordance with the provisions of such permits including tunneling of pavements where required. He shall also furnish any required bonds and/or cash deposits and pay the cost of same. In the event that the Contractor fails to furnish the Owner with proof of payment within ten (10) days after receipt of billing for the above-mentioned charges, the Owner will assume that the charges are equitable and unpaid and the Owner will pay such bills and deduct the sum

plus 10% for handling costs from any money due or to become due the Contractor under the terms of this Contract. Improved roadways or walkways damaged by the Contractor shall be repaired to substantially the same condition as existed prior to beginning of work unless otherwise stated on plans or in Supplemental Specifications.

9. REQUIREMENTS PERTAINING TO WORK WITHIN RAILROAD RIGHT-OF-WAY

A. Where the Contract plans call for work within railroad right-of-way or where the work crosses under railroad tracks, the Contractor shall secure the approval of the railroad company of his method and schedule of operations and shall carry out his work in strict accordance therewith, all to the satisfaction of the railroad company and at no extra cost to the Owner.

B. No work of installing, maintaining or repairing of the facility shall be done until the railroad company shall have had sufficient prior notice of at least seventy two (72) hours (exclusive of Saturdays, Sundays and Holidays) to allow assignment of an inspector to the job to protect railroad interests.

C. All work of installation, maintenance and repair of the facility and appurtenances shall be performed to the satisfaction of the Chief Engineer of the railroad company, or his duly authorized representative, and when any work hereunder is completed, the area shall be left in a neat, smooth and level condition.

D. The Contractor shall reimburse the railroad for any necessary expense it is put to incidental to the installation of the facility, including the wages and expenses of railroad inspectors and flagmen.

E. The Contractor shall reimburse the railroad for any costs due to the Contractor's operations, including the wages and/or expense of watchmen, flagmen, barricades, lights, or inspectors, etc., as required by the railroad to protect its operations and property during the Contractor's construction operations on railroad property.

F. In the event that the Contractor fails to furnish the Owner with proof of payment within ten (10) days after receipt of billing for the above-mentioned charges, the Owner will assume that the charges are equitable and unpaid and the Owner will pay such bills and deduct that sum plus 10% for handling costs from any money due or to become due the Contractor under the terms of this Contract.

G. All tunnel headings shall be breasted at the end of each mining operation.

H. Prior to beginning of construction on railroad property, the Contractor shall submit, through the Owner, for approval, the details of any proposed construction shaft located within the limits of the railroad right-of-way, including details of sheeting and bracing. Any such shaft shall be tightly braced to prevent any movement of the adjacent soil or structure.

I. The additional named insured under GENERAL CONDITIONS for "Owner's Protective Public Liability and Property Damage Insurance" and "Owner's and Contractors Protective Public Liability and Property Damage Insurance", shall include the name of the railroad company.

10. GAS

If gas is present in existing sewers or open excavations in which the Contractor must work, the sewer or open excavation shall be cleared of gas before entering. If the gas cannot be removed by natural ventilation, or by the removal of manhole covers on existing sewer appurtenances, the Contractor shall maintain forced draft or such other gas control or removal process as may be necessary to render the sewers or open excavation safe as determined by gas detection instruments and shall pay all costs therefor.

11. MAINTENANCE AND RESTORATION OF ROAD SURFACES, STRUCTURES AND TRENCH BACKFILL

A. All structures, including curbing, driveways, walks, paving, gravel, or street road surfaces, etc. that may be damaged or destroyed by the Contractor's operations, shall be maintained, repaired and replaced by him at his own expense.

B. In order to ensure proper maintenance of service, the Contractor shall follow immediately behind the pipe laying operation with the restoration of all drainage facilities including driveways and road culverts, catch basins, manholes, ditches, sewers, and any other structure as deemed necessary by the Engineer. Mailboxes were removed or disturbed shall be replaced as soon as is practicable. Trenches shall be promptly backfilled after the pipe is laid with no more than 50 lineal feet of trench being open at one time. The trench backfill may be neatly mounded over the centerline of the excavation to provide enough material to establish the original grade after settlement has taken place. All construction debris, equipment, and excess dirt shall be removed from the site. Stockpiling of excess excavated materials in large piles will not be allowed without permission of the Engineer.

C. All haul roads, detour roads, gravel roads, and driveways must be maintained in a dust-free condition during the life of this Contract. The control of dust shall be accomplished by the application of dust control materials and methods of application, which are in accordance with the requirements of the agency having jurisdiction over the roadway. Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited.

D. Where concrete or asphalt areas are disturbed, temporary cold patching will be as required elsewhere in these Contract Documents.

E. Maintenance and restoration of road surfaces, structures and trench backfill shall be commenced and completed within a reasonable length of time after construction. If in the opinion of the Engineer work has not progressed in a reasonable manner, he shall have the right to direct the Contractor to proceed with the work or any portion thereof immediately. In the event that the Contractor does not proceed with the work immediately, as directed by the Engineer, the Engineer may order any or all other operations of the Contract, under this Contract, to cease until the maintenance and restoration of road surfaces, structures and trench backfill is proceeding in an acceptable manner.

F. If, due to weather conditions, the existing gravel roads, disturbed by the Contractor's operations, cannot be maintained with 21AA natural aggregate, the Contractor shall, at

the Engineer's request, provide sufficient crushed stone of a size approved by the Engineer until final restoration can be accomplished with 21AA natural aggregate.

G. The Contractor shall immediately restore all roadways and shoulders with 8" of 21AA natural aggregate, parking areas and driveways with a minimum of 6" 21AA natural aggregate and shall maintain as settling occurs. If necessary, the Contractor shall build a sub-base using larger size aggregate in order to open the facility to traffic.

H. All driveways disturbed by the Contractor's operations shall be promptly restored by the Contractor using materials matching or exceeding the performance characteristics and visual aspects of the original driveway construction.

I. New gravel shall be used for all road and driveway restoration; no salvaged material shall be used.

12. REPLACEMENT OF CONCRETE OR ASPHALT PAVEMENT CROSSINGS

Unless otherwise specified or required by the local units of government, the Road Commission for Oakland County or the Michigan Department of Transportation, all existing concrete or asphalt paved areas shall be restored with materials of similar type, thickness and width to match existing material using the following minimum criteria:

A. Concrete Pavement Replacement

1) The replacement concrete shall be at least the thickness of the existing slab and of Grade A (3,500 p.s.i.) compressive strength.

2) In all cases, the concrete replacement shall be a minimum of four (4") inches thick and have a minimum 18 inches bearing on undisturbed ground on each side of the trench excavation.

3) The existing slab shall be saw-cut to provide the concrete replacement width required in (2), above, however if a saw-cut is closer than three (3) feet from a parallel joint, the existing slab shall be removed and replaced to that joint.

4) The concrete replacement shall be reinforced in a manner equal to the existing slab, however, if the existing slab is unreinforced the replacement concrete shall have a 6” x 6” w6/w6 welded wire fabric, steel mesh placed therein.

5) A temporary cold patch (equal to the Michigan Department of Transportation CP-3 Patching Mixture) shall be used to surface the area where the concrete has been removed until the concrete pavement can be replacement. The Contractor shall maintain this temporary cold patch until it is removed for completion of the work.

B. Asphalt Pavement Replacement

1) Asphalt surfaces shall be replaced to sawed joints as directed by the Engineer. Repair areas shall be such that the sawed joints are parallel to the undisturbed edge of the surface at the furthest extremity of the disturbed area. No "checkerboard" repairs shall be permitted.

2) The asphalt replacement shall have a minimum of eight (8) inches of MDOT 21AA natural gravel or slag aggregate, or approved equal, to match original aggregate subgrade material, with a minimum of four (4) inches of bituminous surface course in accordance with MDOT (2003) Division 5 Specifications, as necessary to match existing surface.

3) (3) A temporary cold patch (equal to Michigan Department of Transportation CP-3 Patching Mixture) shall be used to surface the area where the asphalt has been removed until the asphalt pavement can be replaced. The Contractor shall maintain this temporary cold patch until it is removed for completion of the work.

C. Replacement of Driveway Approach Pavement: When either asphalt or concrete drive approach pavement is removed, the area to be repaired shall include the entire approach from the existing pavement to the sidewalk. If there is no sidewalk the repair shall extend to the "throat" of the driveway or to the point at which the approach meets the driveway at its normal width.

13. ENGINEER'S AND INSPECTOR'S FIELD OFFICE

A. The Contractor shall provide and maintain, at his own expense, a field office for the exclusive use of the Owner's Engineers and Inspectors. It shall be centrally located within the limits of the Contract. The field office shall have all utilities in service PRIOR to the commencement of construction and shall not be removed until the completion of all work including cleanup and restoration. The Contractor shall not remove the field office without receiving written permission to do so from the Owner.

B. The field office shall contain a minimum area of 192 square feet and be equipped with the following: heat, air conditioning, electric lights, sanitary facilities, closet, two desks, matching rolling desk chair, one drafting table and padded drafting stool, a print rack, fax-copier, six sturdy chairs, a four drawer legal size file cabinet, a 3 foot by 4 foot bulletin board, mop, broom, pail, first aid kit, fire extinguisher, bottled water and dispenser, locks and 4 keys for the doors.

C. Field offices, having chemical/holding tank sanitary facilities may be utilized provided, in the opinion of the Owner, the Contractor adequately maintains the sanitary facilities.

D. The Contractor will receive no special payment for the cost of the field office, and the cost shall be included in other items of the proposal. Costs of heat, electricity and telephone service, including reasonable toll calls, shall be borne by the Contractor. Two or more Contractors on a multi-sectioned project may join to furnish a field office, if, in the opinion of the Owner, it would meet certain location and size requirements.

E. A mobile telephone system may be provided for telephone service, subject to approval of the Owner and Engineer.

14. CONTRACTOR FURNISHED SURVEY EQUIPMENT

The Contractor shall provide one (1) tripod, automatic level and level rod for the use of the Inspector for the duration of the project. The level rod shall be in English units. The equipment shall be of commercial construction grade quality. The equipment shall be calibrated at the start of the project with a copy of the calibration certificate provided to the Inspector for his records. The survey equipment will be returned to the Contractor at the end of the project.

15. MONUMENTS

Monuments or other recognized property boundary markers at street intersections, section corners, acreage or lot corners, and right-of-way lines shall be preserved and protected. Where such monuments or markers must be removed during construction, the Engineer shall be notified and the Contractor shall make all necessary arrangements, at their own expense, with a Land Surveyor registered in the State of Michigan to have these monuments or markers properly witnessed prior to disturbance or removal and later reset by the Registered Land Surveyor.

16. MAINTENANCE OF TRAFFIC

A. During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic in road rights-of-way as provided in these specifications. Access to fire hydrants, water and gas valves shall always be maintained. All local traffic ordinances and regulations of the Fire and Police Department and the Department of Public Services shall govern the Contractor’s truck and equipment operations on public streets.

B. Working sites at manholes, alignment holes, and other minor openings in streets need not be fenced but they shall not be larger than necessary and shall be well protected by barricades and lights and shall not be occupied longer than necessary. Small openings in streets shall be covered with strong steel plates anchored in place, when they are not required to be open for construction purposes.

C. Shaft locations shall be selected at point where they will interfere with traffic as little as possible and their working site arrangements shall meet the approval of the Engineer. Detouring of traffic shall be done in accordance with the requirements of the municipal unit having jurisdiction therefor.

D. Where streets are partially obstructed, the Contractor shall place and maintain temporary driveways, ramps, bridges and crossings that, in the opinion of the Engineer, are necessary to accommodate the public. In the event of the Contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his liability for the safety of the traveling public.

E. The Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic.

F. The Contractor shall inform the local Police, Fire and Public Services Department in advance of his program of street obstructions and detours, so that those Departments have ample time to develop plans for servicing the area in case of an emergency. He shall also notify the Owner at least one week prior to obstructing any street.

17. SCHEDULE FOR SMALL PROJECTS (Strike for Large Project)

The requirements for scheduling are specified in the following articles. Modifications, if any, can be found in the Supplementary Conditions.

A. PRELIMINARY SCHEDULE

1) The Bidder's Preliminary Schedule will provide an orderly progression of the work to completion within the Contract Times. The Preliminary Schedule will outline major project milestones including completion dates. The schedule will include all major construction activities such as shop drawing preparation, shop fabrication, intervals from purchase to delivery of purchased items, crew and other resource loading, field activity durations, etc., and will be sufficiently detailed to enable Owner and Engineer to evaluate the Contractor's plan and ability to complete all aspects of the work within the Contract Time periods. The preliminary schedule shall include all activity by others that Contractor requires to successfully complete the project, and its scheduled activities within the times set forth in the schedule. The schedule shall show all critical path activities regardless of duration. The schedule shall include at least 75 activities and no single activity shall have a duration greater than four weeks.

2) The Bidder's Preliminary Schedule shall be prepared using the current version of Microsoft Project, Primavera Project Planner software or Microsoft Excel. Failure to provide the requested schedule including all the provisions in this specification may result in the Contractor being declared non-responsive.

3) The Bidder's Preliminary Schedule shall be based on the anticipated Notice to Proceed date provided in the Proposal.

4) The Contractor shall submit the schedule with the Bid.

B. PROJECT PROGRESS SCHEDULE

1) Within ten (10) days after bids are received by the Owner, the Contractor who has submitted the low bid shall submit in electronic format with a printed color hard copy of a Project Progress Schedule. Second and third low bidders may be required to submit a Project Progress Schedule upon ten (10) days notice. Said schedule shall comply with the requirements set forth in the scheduling requirements below.

2) The Project Progress Schedule shall show in a clear, graphical manner the proposed dates for the commencement and completion of each of the various bid items of the work. The schedule shall be predicated on the Notice to Proceed date as specified in the Proposal and the completion date outlined in the AGREEMENT, Article 2, entitled THE TIME. The schedule shall indicate the number of crews, including subcontractors if any is to be employed, on the project and the manner and times in which they will be utilized.

3) The Contractor may use Microsoft Project, Primavera, Excel, or other suitable programs in a format acceptable to the Owner.

4) The Contractor shall provide periodic updates of the schedule, at least monthly to the Owner.

5) Should the Contractor elect to change the Project Progress Schedule by the addition of one or more crews, he shall notify the Engineer in writing along with revised Project Progress Schedule two (2) weeks prior to the addition of any crew(s).

6) Should the Contractor elect to change his location of work or move to a different area, the Contractor shall notify the Engineer seventy-two (72) hours in advance (excluding weekends and holidays) of his intended move.

7) If during the course of the work, the time of completion of the Contract is extended, or if in the opinion of the Owner the progress is behind schedule so as to affect its completion, the Project Progress Schedule shall be corrected to show the revised commencement and completion dates of those parts of the work which are affected.

8) The schedule shall include activities that represent the major milestones and completion dates listed within the Contract Documents.

9) The schedule shall include Submittals and Submittal-Owner Approval activities, as well as time required for fabrication, delivery, storage, installation, testing close-out, and commissioning.

10) The activities shall be connected by only “finish-to-start” (FS) logic ties. If a relationship between activities cannot be accurately depicted using FS, then the Contractor can request the use of other logic types.

11) The Contractor shall provide the Project Progress Schedule to the Owner in hard copy print outs in bar chart format, printed landscape on 11”x17” paper with the timescale formatted to fit on 1 page wide, unless otherwise requested in writing by the Owner The print out shall include columns indicating the Activity ID, Activity Name, Remaining Duration, Start Date, Finish Date, Total Float, and any other dates requested by the Owner.

C. MEASUREMENT OF CHANGE

1) The only means of changing the completion dates or milestones of the project is

by a fully executed Change Order as set out in the Contract Documents.

2) The Contractor must identify, at the time that a change in the work is identified, what, if any, activities are impacted by the change and/or what new activities that are required to sufficiently depict the changed work in the schedule.

3) No requests for additional time will be granted unless entitlement is demonstrated by a contemporaneous time impact analysis.

4) All direct and indirect impacts from approved changed conditions must be indicated in the schedule.

D. SCHEDULE FLOAT

Any float existing, found, or created in the schedule shall belong equally to the Contractor and the Owner from the time of the Project Progress Schedule approval. Each party may use the float it owns. However, no damages will be recoverable by the Contractor based on an asserted right to an early finish date prior to the Contract or milestone completion deadlines.

18. SCHEDULE FOR LARGE PROJECTS (Strike for small project)

The requirements for scheduling are specified in the following articles. Modifications, if any, can be found in the Supplementary Conditions.

A. PRELIMINARY SCHEDULE

1) Each Bidder shall submit with the Bid Documents a preliminary resource-loaded schedule demonstrating the Bidder's plan to complete the construction work within the time allowed in the Contract and to achieve the completion of any milestones identified in the Contract Documents.

2) The Bidder's Preliminary Schedule will provide an orderly progression of the work to completion within the Contract Times. The Preliminary Schedule will outline major project milestones including completion dates. This will be a detailed incremental, logic driven CPM (Critical Path Method) schedule for the work of the Contract, and will reflect the Contract dates and include all construction activities such as detailing, shop fabrication, intervals from purchase to delivery of purchased items, crew and other resource loading, field activity durations, etc., and will be sufficiently detailed to enable the Owner and Engineer to evaluate the Contractor's plan and ability to complete all aspects of the work within the Contract Time periods. The preliminary schedule shall include all activity by others that Contractor requires to successfully complete the project, and its scheduled activities within the times set forth in the schedule. The schedule shall show all critical path activities regardless of duration. The Schedule shall include at least 75 activities and no single activity shall have a duration greater than four weeks. The Preliminary Schedule shall form the basis for the Baseline Project Schedule required by the Contract Documents.

3) The Bidder's Preliminary Schedule shall be prepared using the current version of

Primavera Project Planner software or Microsoft Project and shall be submitted with the Bid in electronic format with a printed color hard copy. Failure to provide the requested schedule including all the above provisions may result in the Contractor being declared nonresponsive.

4) The Bidder's Preliminary Schedule shall be based on a Notice to Proceed date identified in the Proposal.

B. PROJECT BASELINE SCHEDULE

1) Within 10 calendar days of Notice of Award, the Contractor shall provide a Project Baseline Schedule which depicts all major elements of the work and calculates a completion date consistent with the completion dates listed in the Contract Documents. The Project Baseline Schedule shall be based on the Preliminary Schedule expanding the activities and detail as well as making any necessary corrections. It is expected that the number of activities in the Baseline Schedule will exceed the number of activities in the Preliminary Schedule. The exact minimum number of activities is to be determined by the Engineer or Owner. Any change in activity titles in the Preliminary Schedule shall be specifically identified to the Owner prior to use in the Project Baseline Schedule. The Contractor shall immediately address any exceptions taken by the Owner or Engineer. The schedule is not properly submitted until the Owner returns the schedule to the Contractor with "No Exceptions". The return of the schedule with "No Exceptions" will not constitute adoption of the schedule by the Engineer or Owner. This designation merely means that the Owner has not discovered any obvious errors in the schedule or obvious deviations from the schedule requirements in the Contract Documents. The return of the schedule with "No Exceptions" shall not preclude the Owner or Engineer from raising exceptions to subsequent updates regardless of whether those concerns appeared on the Project Baseline Schedule.

2) The Project Baseline Schedule shall include only the work shown in the Contract Documents at the time of Notice of Award as well as the obligations of others affecting the Work. The Project Baseline Schedule shall not show any progress of the work since the start of the project and shall not reflect any changes, claims, disputes or extra work performed or anticipated on the project.

3) The Project Baseline Schedule shall include a narrative that includes the following information (which may be appended by the Owner or Engineer at any time):

a) Overall description of the general work sequence

b) Summary of the critical path

c) Description of allowances made for adverse weather

d) Description of the basis for the durations

e) Listing of known project risks

f) Description of the general procurement plan for long lead equipment and materials

g) A general overview of labor availability

h) An overall site logistics and staging plan, including crane plans

C. TWO WEEK LOOK AHEAD

Contractor's Scheduler shall prepare two-week look-ahead schedules and present such schedules at the Progress Meetings. Copies of the two-week look-ahead schedules shall be provided by Contractor to Engineer and Owner every Monday and at or before each Progress Meeting.

D. SCHEDULE MEETINGS

1) Contractor's Scheduler shall meet with the Scheduler appointed by the Owner as deemed necessary by the Owner's Scheduler, to review the progress of the Work; discuss without limitation any schedule concerns; the impact of any pending changes or claims, and the methods by which any delays may be made up through adjustments of the schedule logic, sequencing, overlapping Work, or other means. The Schedulers will determine any adjustments or updates that need to be made to the current schedule.

2) At least ten (10) days before any Application for Payment is submitted, Contractor will submit a schedule update based on the discussion between the Schedulers and in conformance with the requirements for schedule updates set out in the Contract Documents. If the Contractor disagrees with any change requested by the Scheduler appointed by the Owner, the Contractor shall note the disagreement on the schedule update and shall prepare the update in conformance with the analysis of the Scheduler appointed by the Owner. Contractor, at Engineer's request, shall require its Subcontractors and suppliers to attend progress or other meetings as requested by Engineer and as Engineer shall deem appropriate.

E. SCHEDULE UPDATES

1) Contractor shall revise the schedule update to address any exceptions noted by the Owner due to the failure to fully comply with the requirements set out herein or in the Scheduling Requirements as set forth in the Contract Documents. If necessary, Contractor's Scheduler shall meet with the Owner, Engineer, or Scheduler appointed by the Owner to discuss the schedule update and resolve any disputes or concerns. Any such meeting shall be conducted separately from the regularly scheduled Progress Meeting described herein. Contractor shall not be paid any sums for Work on an Application for Payment until the schedule update from the previous month is submitted to the Engineer and returned to the Contractor with "No Exceptions".

2) Should the Contractor elect to change the schedule by the addition of one or more crews, he shall notify the Engineer in writing along with revised schedule two (2) weeks prior to the addition of any crew(s).

3) Should the Contractor elect to change his location of work or move to a different area, he shall notify the Engineer seventy-two (72) hours in advance (excluding weekends and holidays) of his intended move.

4) If during the course of the work, the time of completion of the Contract is extended, or if in the opinion of the Owner the progress is behind schedule so as to affect its completion, the schedule shall be corrected to show the revised commencement and completion dates of those parts of the work which are affected.

5) At least 10 days before submission of each Application for Payment, a conference attended by Contractor, Contractor's Scheduler, Engineer, Owner's Scheduler, and others as appropriate will be held to review the proposed schedule update to be submitted in accordance with the Contract Documents. Contractor will have 10 days to make corrections and adjustments and to complete and resubmit the schedule updates with the monthly progress payment application. No progress payment will be due to or made to Contractor until the current schedule updates are submitted to Engineer, and until the prior month schedule update has been returned to the Contractor by the Engineer with "No Exceptions."

6) The schedule shall be updated to indicate the actual progress of the work since the previous update and the intended sequence of the remaining work. All Work required to complete the Contract shall be included on the schedule updates, including Work relating to changes, disputes, claims, and delays or asserted delays. Schedule updates shall not include assertions as to the responsibility for any delays, claims or purported added work. The schedule updates shall not reflect theoretical time for completion beyond the time necessary for completion of the work. Schedule updates shall not move any completion dates or milestones unless a Change Order has been issued. A schedule review returned with exceptions, or other comments or response to a schedule update shall not constitute approval of a schedule modification, or a change order or work directive. The schedule updates are a report to the Owner of the Contractor's specific plan for completing the work and the time the Contractor believes is necessary to perform all the required Work.

7) In the event that actual progress of the work or any modifications to the sequence or duration of the activities causes the completion milestones of the project to be delayed beyond the dates indicated in the previous update, the Contractor shall make every effort to re-sequence the Work (or otherwise adjust the schedule) to eliminate the delay. Unless determined otherwise through the issuance of a written, fully executed Change Order, the cost of the re-sequencing shall be borne by the Contractor.

8) The Contractor shall certify each scheduling submission indicating that it has accurately depicted the critical path of the project.

9) The Contractor shall provide an electronic copy of each schedule update to the Owner in the native scheduling software format approved by the Owner.

10) Each schedule update shall be submitted to the Owner with a narrative report indicating the major changes that occurred (and the reason for the changes) including:

a) Activities added to the schedule

b) Activities deleted from the schedule

c) Logic revisions

d) Changes to the Critical Path

e) Calendar changes

f) Added or deleted constraint dates

g) Duration Changes

11) The Contractor must provide with each update a listing of all activities, complete with the current float values that require specific input or direction from the Owner.

12) The Contractor may not rename activities included in the Project Baseline Schedule nor divide existing activities into new activities or sub-activities without the written consent of Owner. Additionally, the Contractor is not to re-use Activity IDs (i.e., if an activity is deleted, that ID shall not be used for a new activity).

13) Significant changes to the schedule sequence or the addition/deletion of change order work may necessitate a schedule Revision. This is effectively a re-baselining of the project, and the schedule shall be designated and reviewed as a Revision.

F. CONTRACTOR'S SCHEDULER

1) The Contractor's Scheduler may be an employee of Contractor or an outside consultant. Contractor will identify and provide qualifications of the Scheduler within five (5) days after Notice to Award. The Owner may reject the Scheduler if they don't meet the minimum qualifications or is otherwise unacceptable. In the event the Scheduler is rejected by the Owner, or becomes unavailable to the Contractor, the Contractor will immediately appoint a qualified replacement Scheduler and submit the qualifications of the replacement Scheduler for review by the Owner.

2) Contractor's Scheduler shall prepare the Project Baseline Schedule, all schedule updates, and any time impact analysis, make up schedules or acceleration schedules required by the Contract Documents. The Contractor's scheduler shall

attend all project meetings where scheduling input is necessary, as well as attend the meetings and perform the duties set out in the Contract Documents.

3) Contractor shall appoint a project scheduler with the following minimum qualifications (unless otherwise modified by the Owner or Engineer):

   a) At least five years of experience using the most recent version of Microsoft Project or Primavera Project Planner.

   b) Scheduling for at least three heavy construction projects each with a total construction value in excess of ten million dollars ($10,000,000) each.

G. SCHEDULE STANDARDS

1) The Contractor shall employ the Critical Path Method (or similar, pre-approved method) scheduling technique to create and maintain a current and accurate schedule depicting the actual and expected progress of the work and meeting the following requirements:

2) The Contractor shall create its schedule using the latest version of Microsoft Project or Primavera Project Planner.

3) Each element of work on the project shall be shown as an activity or group of activities on the schedule in the detail necessary to accurately depict every step required to complete the project. At least 300 discrete activities shall be included on the Preliminary Schedule, however, Owner and Engineer retains the right to modify the minimum activity count.

4) In addition to construction activities, the schedule shall include applicable activities for design and procurement (of both subcontractors and material). The material delivery date shall be the same as provided in the Consolidated Submittal Schedule.

5) The schedule shall include activities that represent the major milestones and completion dates listed within the Contract Documents.

6) The schedule shall include Submittals and Submittal-Owner Approval activities, as well as time required for fabrication, delivery, storage, installation, testing, start-up, training, close-out, and commissioning.

7) The activities shall form a complete network wherein all activities shall have at least one predecessor and one successor. Each activity shall have as many predecessor or successor activities as is necessary to accurately calculate the Critical Path of the Project.

8) Each activity shall have as many predecessor or successor activities as is necessary to accurately reflect the requirements to complete the work.

9) The activities shall be connected by only “finish-to-start” (FS) logic ties with 0-day lags. If a relationship between activities cannot be accurately depicted using FS, then the Contractor can request the use of other logic types.

10) The Contractor shall refrain from constraining activity dates in the schedule. If the Contractor feels constraints are necessary, the Contractor will detail the reasons for the constraints to the Engineer for approval.

11) The Critical Path shall be the longest continuous chain of activities in the network from the data date of the schedule through Substantial and Final Completion of the project.

12) The schedule must contain activities that clearly identify information, materials, actions or directions required from the Owner to progress the work.

13) The Contractor shall provide all schedules to the Owner in hard copy print outs in bar chart format, printed landscape on 11”x17” paper with the timescale formatted to fit on 1 page wide, unless otherwise requested in writing by the Owner. The printout shall include columns indicating the Activity ID, Activity Name, Remaining Duration, Start Date, Finish Date, Total Float, and any other dates requested by the Owner.

14) The Contractor shall also submit all schedule files in the native scheduling program electronic format.

15) The schedule shall clearly show the calculated critical path of the project.

16) Schedule calendars must be developed to accurately reflect the working times for each activity based on the specific requirements of the project.

17) The Contractor must provide a manpower curve for each trade based on the activity duration and sequence as calculated by the scheduling software.

18) The schedule shall include a specific plan for dealing with ‘normal adverse weather’. This is weather that can be reasonably expected to slow or stop work, based on historical weather in the same general geographic area. Examples of such weather include, but are not limited to wind, cold, heat, humidity, rain, and snow. Time extensions for ‘abnormal adverse weather’ will only be considered if the Contractor provides specifics as to why the actual weather is abnormally adverse. Analysis of historical weather data will nearly always demonstrate that normal adverse weather should be anticipated by the Contractor every month. This must be planned for in the schedule.

19) The schedule shall include appropriate activity codes and work breakdown structure (WBS) such that it can be easily grouped, filtered, and sorted. The Engineer may suggest additional codes.

20) At any time, the Owner may request that an existing schedule be resource loaded to ensure that the Contractor is making adequate progress towards the final completion deadlines.

H. MEASUREMENT OF CHANGE

1) The only means of changing the completion dates or milestones of the project is by a fully executed Change Order as set out in the Contract Documents.

2) The Contractor must identify, at the time that a change in the work is identified, what, if any, activities are impacted by the change and/or what new activities that are required to sufficiently depict the changed work in the CPM schedule.

3) No requests for additional time will be granted unless entitlement is demonstrated by a contemporaneous time impact analysis.

4) All direct and indirect impacts from approved changed conditions must be indicated in the schedule.

I. SCHEDULE FLOAT

Any float existing, found, or created in the schedule shall belong equally to the Contractor and the Owner from the time of Project Baseline Schedule approval. Each party may use the float it owns. However, no damages will be recoverable by the Contractor based on an asserted right to an early finish date prior to the Contract or milestone completion deadlines.

19. SIGNS

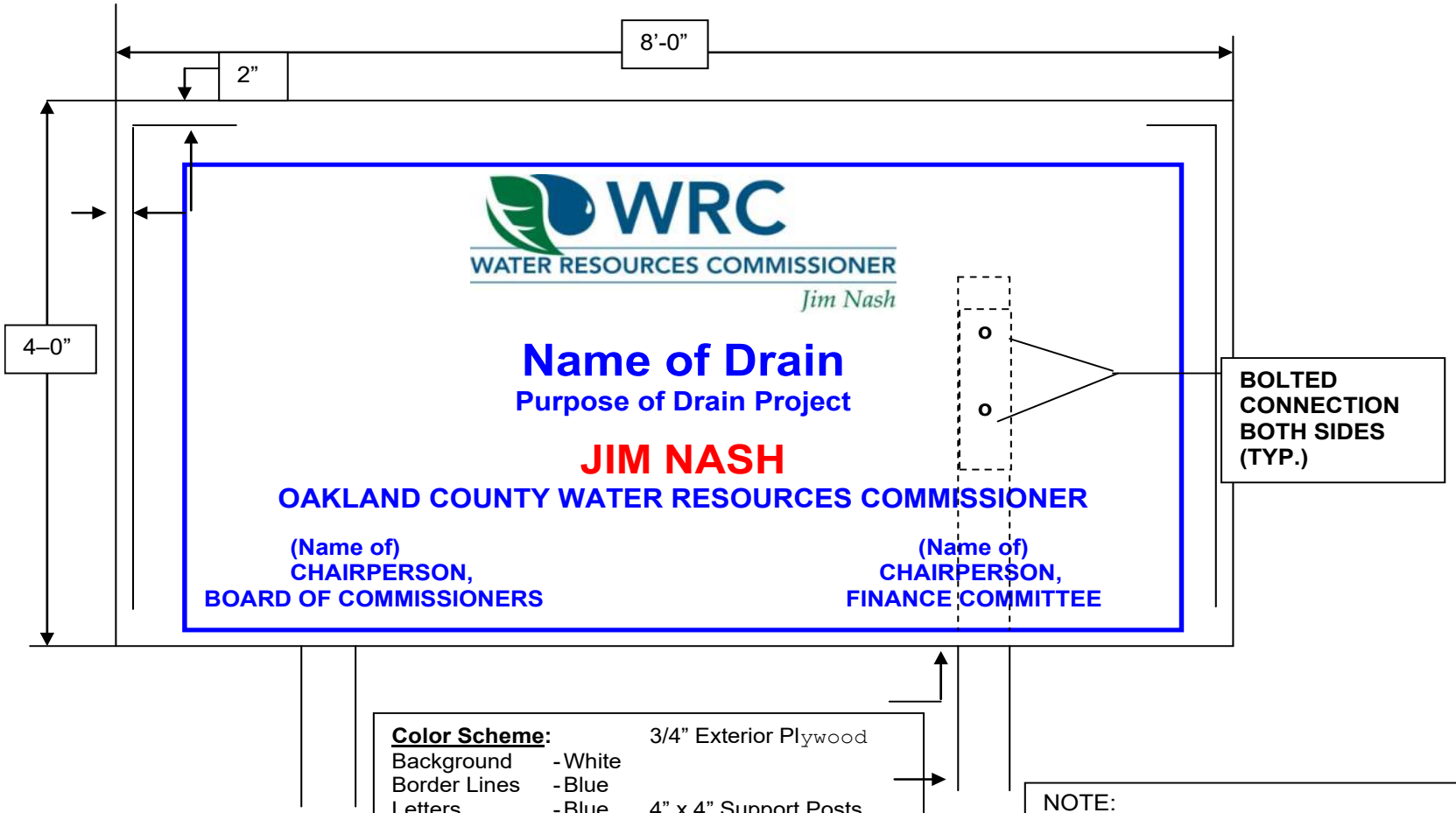
A. The Contractor will furnish and erect one sign for each section of the Project, at those locations as directed by the Engineer.

B. The Project sign shall be in accordance with the drawing shown on the following page, made of 3/4-inch exterior plywood with blue and red letters on a white background and maintained in good condition until completion of the project.

C. The Engineer will supply to the Contractor an electronic copy of the WRC logo for use on the sign(s).

D. A draft copy of the sign(s) must be approved by the Engineer prior to final production.

E. Signs must be in accordance with local ordinances.



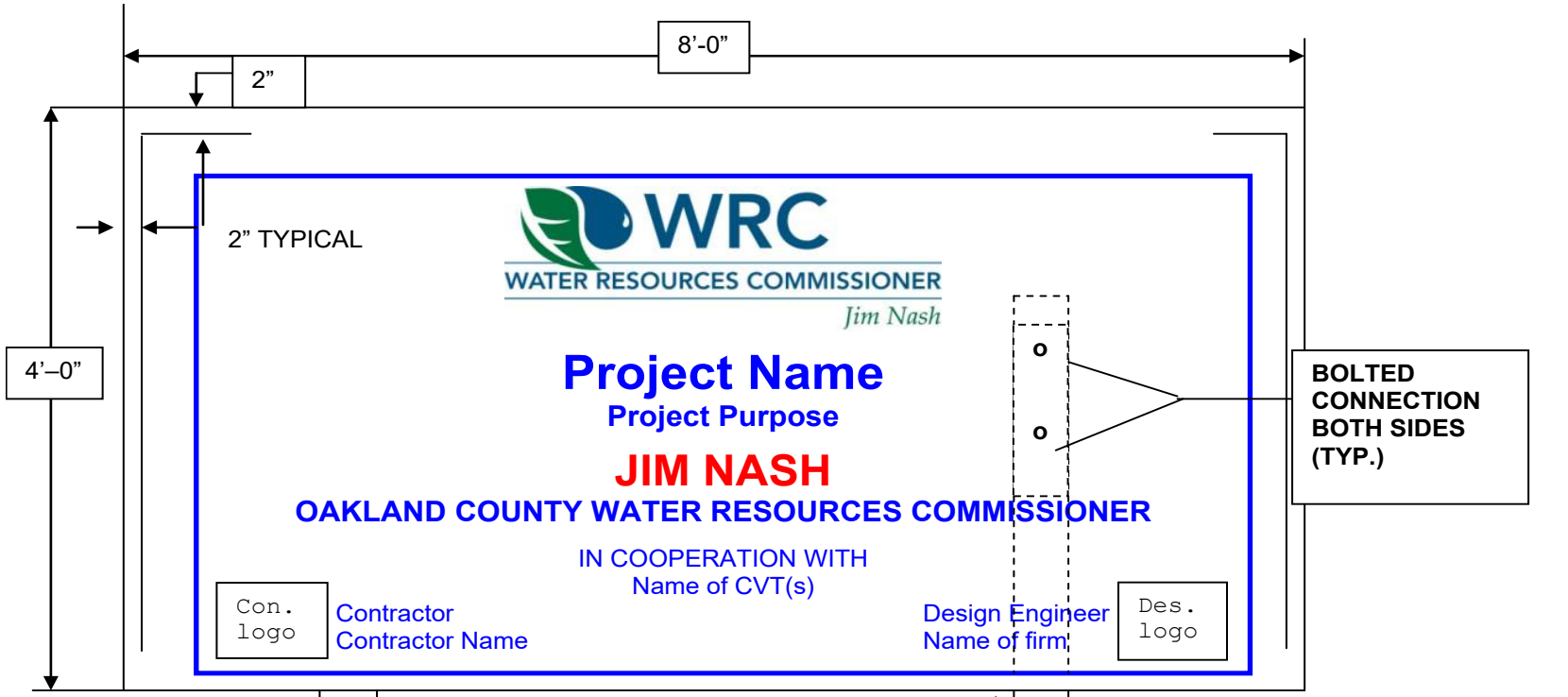
Color Scheme: 3/4" Exterior Plywood
Background - White
Border Lines - Blue
Letters - Blue 4" x 4" Support Posts
Commissioner letters – Red

Logo Color Scheme:
WRC, Water Resources Commissioner & water drop - Blue (Pantone 302 coated or 301 uncoated)
Jim Nash & Leaf - Green (Pantone 349 coated or 348 uncoated)

Sign 4.0' X 8.0' Border is 0.5"

Project Sign (Drain)

NOTE:
Lettering on actual sign shall be same type as shown with size of letter and spacing between lines same proportions as shown.



Color Scheme:
Background - White
Border Lines - Blue
Letters - Blue
Jim Nash - Red

3/4" Exterior Plywood

4" x 4" Support Posts

Logo Color Scheme:
WRC, Water Resources Commissioner & water drop - Blue (Pantone 302 coated or 301 uncoated)
Jim Nash & Leaf - Green (pantone 349 coated or 348 uncoated)

Sign 4.0' X 8.0' Border is 0.5"

Project Sign (Water/Sewer)

NOTE:
Lettering on actual sign shall be same type as shown with size of letter and spacing between lines same proportions as shown.

LIEN WAIVER AND RELEASE
(Full Unconditional)

_____ ("Releasor") is party to a contract with _____ pursuant to which it has provided following work or materials:

_____
_____
_____

for improvements to one or more properties which are the subject of the contract for the following project described as Village of Lake Orion PHASE 1 Pump Station Improvements ("Project"), constructed for the OAKLAND COUNTY WATER RESOURCES COMMISSIONER, pursuant to Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended (hereinafter, called the "Owner").

Having been paid in full, Releasor does hereby waive and release any and all liens and claims of lien against the Project, any claims against the bonds furnished in connection with the Project, and all other claims, demands, actions, suits, causes of action, liability, or debt against the Owner, its employees, officers, agents, sureties, affiliates, successors and assigns by reason of any labor, materials, equipment, rentals and/or services furnished by the Releasor under or by virtue of the contract, including, without limitation, all claims for additional compensation and/or extensions of time, extra or changed work, delays, inefficiencies, acceleration, extended home office and/or field office overhead, attorneys' fees or expenses of litigation and any other actual, direct and/or consequential damages.

Releasor further represents and certifies that (i) to its knowledge, no liens have been filed against the Project or claims asserted against the bonds by Releasor or any of Releasor's subcontractors, laborers or suppliers who have directly or indirectly furnished labor, materials, equipment, rentals and/or services to or for the Project under or by virtue of the contract, or if any such liens or bond claims have been filed by Releasor or Releasor's subcontractors, laborers or suppliers, such liens or claims will be satisfied and discharged by Releasor and/or any liens bonded over or removed of record and (ii) Releasor has paid or will pay all subcontractors, laborers, and suppliers of Releasor out of funds received from Owner for all of said labor, materials, equipment, rentals and/or services furnished to or for the Project.

IN WITNESS WHEREOF, Releasor has by its duly authorized representative set their hand and seal hereto this ____ day of _____, 20____.

_____
(Name of Lien Claimant)

_____
(Signature of Lien Claimant)

Signed on: _____ _____
(date) (Address)

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

LIEN WAIVER AND RELEASE
(Partial Unconditional)

_____ ("Releasor") is party to a contract with _____ pursuant to which it has provided the following work or materials:

_____
_____
_____

for improvements to one or more properties which are the subject of the contract for the following project described as VILLAGE OF LAKE ORION PHASE 1 PUMP STATION IMPROVEMENTS ("Project"), constructed for the OAKLAND COUNTY WATER RESOURCES COMMISSIONER, pursuant to Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended (hereinafter, called the "Owner").

Releasor does hereby waive and release any and all liens and claims of lien against the Project and any claims against the bonds furnished in connection with the Project to the amount of $_____ for labor, materials, equipment, rentals and/or services furnished by the Releasor either pursuant to the contract with Owner and/or pursuant to a contract for the benefit of the Project provided through [insert date].

This waiver, together with all previous waivers, if any, constitutes a release of Owner, its employees, officers, agents, sureties, affiliates, successors and assigns from any and all claims, demands, actions, suits, causes of action, liability, or debt by reason of any labor, materials, equipment, rentals and/or services furnished by the Releasor under or by virtue of the contract, including, without limitation, all claims for additional compensation and/or extensions of time, extra or changed work, delays, inefficiencies, acceleration, extended home office and/or field office overhead, attorneys' fees or expenses of litigation and any other actual, direct and/or consequential damages through the date shown above.

Releasor further represents and certifies that (1) to its knowledge, no liens have been filed against the Project or claims asserted against the bonds by Releasor or any of Releasor's subcontractors, laborers, or suppliers who have directly or indirectly furnished labor, materials, equipment, rentals and/or services to or for the Project under or by virtue of the contract, or if any such liens or bond claims have been filed by Releasor or Releasor's subcontractors, laborers, or suppliers, such liens or claims will be satisfied and discharged by Releasor and/or any liens bonded over or removed of record and (2) Releasor has paid or will pay all subcontractors, laborers and suppliers of Releasor out of funds received from Owner for all of said labor, materials, equipment, rentals and/or services furnished to or for the Project through the date shown above.

IN WITNESS WHEREOF, Releasor has by its duly authorized representative set their hand and seal hereto this ____ day of _____, 20____.

_____
(Name of Lien Claimant)

_____
(Signature of Lien Claimant)

Address: _____

_____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

SUPPLEMENTAL CONDITIONS

PART 1 – GENERAL

1.01 GENERAL

These specifications are a part of the Specification and Contract Documents for the **Village of Lake Orion Phase 1 Pump Station Improvements.** The requirements herein specified supplement and/or supersede those contained elsewhere in the Contract Documents.

1.02 Information for Bidders, Section 3, Escrow Bid Documents

Delete Section 3 in its entirety. Escrowing of bid documents will **not** be required.

1.03 Information for Bidders, Section 15, Owner Controlled Insurance Program

Delete Section 15 in its entirety.

1.04 General Conditions, Section 7, Permits and Regulations

Add the following:
The Contractor is responsible for making all arrangements for inspection and the payment of fees to permitting agencies. Permits required for this project include the following:

Village of Lake Orion Plan Review Approval
Village of Lake Orion Building Permit
Village of Lake Orion Electrical Permit
Water Resources Commissioner SESC Permit – (Will be issued following Award)

1.05 General Conditions, Section 11, Testing and Sampling

Add the following:
The Owner will arrange to have all soil compaction tests and concrete quality control tests, including concrete compression tests, performed by an Independent Testing Laboratory, in accordance with the specifications. Copies of test reports shall be furnished to the Owner and distributed to parties designated by the Owner, including the Contractor.

1.06 General Conditions, Section 39, Sunday, Holiday and Night Work

Add the following:
The Contractor shall limit the hours of operation from 7:00 A.M. to 8:00 P.M., Monday through Saturday. Prior authorization shall be obtained from the Village of Lake Orion to extend these working hours and/or to continue work on Sundays.

Work shall be suspended during the following days listed unless pre-approved:

Memorial Day
Independence Day
Labor Day
Thanksgiving Day plus the following day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday

1.07 General Conditions, Section 50, Insurance and Indemnification, Subsection A.1).g) Railroad Protective Liability
Delete this paragraph in its entirety.

1.08 General Conditions, Section 50, Insurance and Indemnification:

Subsection A.1, Subsubsections d, e, and i are deleted in its entirety;

Subsection B.4, B.5, and B.8 are deleted in its entirety; and

Subsection C.3), add the following:

The General Liability, Automobile Liability, and Excess Liability Insurance shall name the following entities as additional insured(s):

Evergreen Farmington Sanitary Drain Drainage District (EFSD), One Public Works Drive, Building 95 West, Waterford, MI 48328, and its consultants, agents, and employees.

Evergreen Farmington Sanitary Drainage Board

Oakland County Water Resources Commissioner's Office, One Public Works Drive, Building 95 West, Waterford, MI 48328, and its consultants, agents, and employees.

County of Oakland and its employees, agents, and/or authorized representatives.

The Village of Lake Orion, its employees, agents, and/or authorized representatives.

Hubbell, Roth & Clark, Inc. (engineer)

1.09 General Specifications, Section 13, Engineer's and Inspector's Field Office
Delete this section in its entirety. A field office will **not** be required for this project.

1.10 General Specifications, Section 17, Schedule for Small Projects
Delete references to Microsoft Excel in paragraph A, Part 2 and Paragraph B, Part 3.

1.11 General Specifications, Section 18, Schedule for Large Projects
Delete this section in its entirety. Section 17, Schedule for Small Projects will be used for scheduling requirements.

1.12 General Specifications, Section 19, Signs
Delete Section 19 in its entirety.

1.13 Color Audio-Video Recording of Construction Areas
The Contractor can submit on a flash drive or other electronic device approved by the Owner.

1.14 Pay Items

The method of measurement and the basis of payment for each item in the Proposal will be as specified herein. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, shall be considered as incidental and the cost shall be included in other prices bid in the Proposal.

1.15 Measurement

Quantities of work completed under the Contract will be measured by the Engineer according to the United States standard measures. When measurements are stated in miles, stations, acres, feet, they will be ground level measurements unless specified otherwise. Where measurements are specified to be “in place,” they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

The Oakland County Board of Commissioners adopted Miscellaneous Resolution (MR) #09116, on July 30, 2009, established a policy requiring future service contractors to register with, participate in, and utilize the E-Verify Program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

"E-Verify" is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verity the employment eligibility of their new hired employees.

For more information and to register visit https://e-verify.uscis.gov/enroll/.

All newly hired Contractor Employees, unless otherwise excluded under Misc. Resolution No. 09116 must undergo employment eligibility verification through the E-Verify system. Failure of to verify newly hired employees is a material breach of this agreement.

E-VERIFY - STATEMENT OF POLICY

Pursuant to MR #09116 the Board of Commissioners has established a policy that every future services contract (including both new and renewing contracts) between Oakland County and service contractors/vendors shall require the contractors/vendors contracting with Oakland County to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees.

Oakland County shall not enter into any future services contracts (including both new and renewing contracts) for services with any contractors or vendors unless the contractors/vendors first certify they have registered with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) to verify the work authorization status of all newly hired employees employed by the contractors and vendors.

IMPLEMENTATION PROCEDURES

1. No Oakland County elected official, officer or employee having authority to enter into services contacts shall authorize a new or renewed contract for services with any contractor or vendor that has not registered with, does

not participate in, and/or does not utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees.

2. Each services contract, unless otherwise exempted under the terms of MR #09116, shall contain the following provision:

> E-Verify. In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors and/or vendors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of this agreement.
>
> Contractor's/Vendor's execution of this agreement constitutes a certification that they are authorized to certify on behalf of contractor/vendor and do hereby certify on behalf of contractor/vendor that the contractor/vendor has registered with, has and will participate in, and does and will continue utilize once registered and throughout the term of this contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors.

For more information and to register visit https://e-verify.uscis.gov/enroll/.

VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq*.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN

80th LEGISLATURE

REGULAR SEASON OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent' means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value less than $30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract; instructions to bidders; proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended, being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency.

"Assessment district" means the real property within a district area upon which special assessments are levied or imposed or the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to Section 3.

Sec. 2. (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such time as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

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

Sec. 3. (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

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

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in Section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec 4. (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

(a) In an agreement reached within 10 days after a dispute arises.

(b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The public agency may request dispute resolution by the agent regarding the following:

(a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

(b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

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

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

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

(7) If the dispute resolution results in a decision:

(a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.

(b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:

(i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.

(ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Sec. 5. (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this date, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6. This act shall take effect January 1, 1983.

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(*i*) A commitment or contribution of funds or property.

(*ii*) A loan or other extension of credit.

(*iii*) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(*i*) A person who has an investment of $20,000,000.00 or more in the energy sector of Iran.

(*ii*) A financial institution that extends $20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(*i*) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(*ii*) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(*i*) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(*ii*) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(*iii*) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (*i*) or (*ii*).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Carol Morey Viventi
Secretary of the Senate

Clerk of the House of Representatives

Approved .....

.....
Governor

SECTION 00850

CLEAN WATER STATE REVOLVING FUND
WAGE DECISION SCHEDULE

PART I – GENERAL

1.01 The project will be financed with assistance from the Community Grants Program using federal assistance. The following requirements are applicable to this contract.

A. Prevailing Federal Wage Rates

1.02 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.

"General Decision Number: MI20240157 05/17/2024

Superseded General Decision Number: MI20230157

State: Michigan

Construction Type: Heavy
PIPELINE

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	05/03/2024
2	05/17/2024

* ENGI0325-012 05/01/2024

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 37.98	25.25
GROUP 2	$ 34.75	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.

LABO1076-005 04/01/2024

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	$ 27.16	13.45
Zone 2	$ 25.42	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

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.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full 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 acts listed in Sec. 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) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). 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 classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall 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)(A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(C) 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 shall 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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.

(2) *Withholding*. The ***Village of Lake Orion*** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(3) *Payrolls and basic records*. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/whd/forms/wh347.pdf* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a ``Statement of Compliance,'' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*--(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full 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 shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen 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 there for shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 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) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The **Village of Lake Orion** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 00851

CLEAN WATER STATE REVOLVING FUND
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
AND
DEBARMENT CERTIFICATION

PART 1 GENERAL

1.01 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.

3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

B. Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor’s receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.

3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.

4. The prime contractor must employ the Good Faith Efforts.

1.02 DEBARMENT CERTIFICATION

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2 of this Section).

SECTION 00852

CLEAN WATER STATE REVOLVING FUND
AMERICAN IRON AND STEEL INFORMATION

PART 1 – GENERAL

The Contractor acknowledges to and for the benefit of the ***Village of Lake Orion*** ("Purchaser") and the Michigan Department of Environment, Great Lakes, and Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or the Drinking Water State Revolving Fund and such laws contain provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

SECTION 00853

BUILD AMERICA, BUY AMERICA
CONTRACT LANGUAGE

PART 1 GENERAL

The Contractor acknowledges to and for the benefit of the ***Village of Lake Orion*** ("Owner") and the Michigan Department of Environment, Great Lakes, and Energy (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

OAKLAND COUNTY VILLAGE OF LAKE ORION 2024
SANITARY SEWER SYSTEM IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of January, 2024, by and between the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the "County"), by and through its Water Resources Commissioner, County Agency, party of the first part, and the VILLAGE OF LAKE ORION, a home rule village located in the County (hereinafter sometimes referred to as the "Village"), party of the second part.

W I T N E S S E T H:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), the County has designated the Oakland County Water Resources Commissioner as the county agency for the Village of Lake Orion Sewer System (hereinafter sometimes referred to as the "System") with all powers and duties with respect thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the "County Agency"); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire and construct the System improvements and facilities hereinafter described (the "Project"), the County and the Village are authorized to enter into a contract, as hereinafter provided, for the acquisition and construction of the Project by the County and for the payment of the cost thereof by the Village in cash from available funds; and

WHEREAS, there is an urgent need of such sanitary sewer system improvements and facilities to provide sanitary sewer services to the Village in order to promote the health and welfare of the residents thereof, which improvements would likewise benefit the County and its

residents, and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially section 5 thereof; and

WHEREAS, preliminary plans for the Project and estimates of the cost and period of usefulness thereof have been prepared, all of which have been submitted to and approved by the Board of Commissioners of the County and the governing body of the Village and placed on file with said Board of Commissioners in the office of the County Agency, said estimates being set forth in Exhibit B hereunto attached; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and for other related matters, it is necessary for the parties hereto to enter into this contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as herein provided, under and pursuant to Act 342. The Village by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project within its corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and the Village further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of additions and improvements to a portion of the System shown and described on Exhibit A, which is attached hereto and is made a part hereof, and as are more particularly set forth in the preliminary plans which have been prepared and submitted by the consulting engineers which plans are on file with the County Agency and are approved and adopted. The Project may be acquired and constructed in one or more phases and shall be acquired and constructed substantially in accordance with said preliminary plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacities or overall design of the Project, and that do not require an increase in the total estimated cost of the Project, may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Village and if provisions required by paragraph 4 hereof are made for payment of any resulting increase in the total estimated cost. The estimate of the cost of the Project and the estimate of the period of usefulness thereof as set forth in Exhibit B are approved and adopted.

3. The County Agency will obtain construction bids for the Project and, subject to the receipt of a cash payment to be made under this contract by the Village, shall enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan. The County Agency may, in its sole discretion, retain the services of a third-party engineering firm to perform contract administration of the Project, and payment for such services shall be the responsibility of the Village as part of the cost of the Project as described in paragraph 5 hereof. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payments.

4. Except as otherwise provided herein, in the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of the Village shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by increased or additional payments to be made by the Village to the County in the manner acceptable to the County Agency.

5. The Village shall pay to the County the entire cost of the Project not defrayed by grants and funds available from other sources in cash not later than the effective date of the County Agency's award of the first construction contract for the Project. If acquisition and construction of the Project is performed in phases, then for each phase of the Project, the Village shall pay to the County the entire cost of each respective phase of the Project not defrayed by grants and funds available from other sources in cash not later than the effective date of the County Agency's award of the first construction contract for each respective phase of the Project. The Village hereby acknowledges that no County general funds shall be appropriated or pledged pursuant to this contract or for the Project. The County's role in the Project is strictly limited to that set forth in Act 342, and the Village shall be solely responsible for all administration and construction costs (including attorney fees and all dispute resolution costs), all costs of operation and maintenance of the Project, all costs and expenses relating to lawsuits as described in paragraph 12 hereof and all items of cost described in paragraph 6 hereof. Payments shall be made by the Village when due whether or not the Project has then been completed or placed in operation.

6. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Project. The Village agrees that the costs of contract administration, auditing and financial services shall be part of the cost of the Project for purposes

of paragraph 5 hereof, whether such services are provided by County personnel or third parties. In the case of County personnel, the costs attributed to the Project shall include the allocable share of such personnel's salary and fringe benefits to the Project as determined by the County Agency.

7. If the Project is abandoned for any reason, the Village shall pay, or reimburse the County for the payment of, all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project, and the Village shall be entitled to all plans, specifications and other engineering data and materials.

8. After completion of the Project, the Village shall own the Project, and the County shall operate and maintain the Project as part of the System in accordance with applicable agreements between the County and the Village.

9. It is understood and agreed by the parties hereto that the Project is to serve the Village and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the Village. The responsibility of requiring connection to and use of the Project and/or providing such additional facilities as may be needed shall be that of the Village wherein such property is located and such Village shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

10. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by contract. The Village shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending sewers or related facilities, connecting the same to the System, and

otherwise improving the System. It is expressly agreed, nevertheless, that no such connection shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

11. To the fullest extent permitted by law, and except as covered by the contractor's liability insurance, the Village shall indemnify and hold harmless the County and the County Agency, and agents and employees of each of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from design or construction work relating to the Project, including, without limitation, claims for damage to public or private property and for injuries to or death of any person or persons, excluding, however, any claims or causes of action resulting from the County's or the County Agency's sole negligence.

12. The parties hereto agree that the costs and expenses of any lawsuits or Claims (as hereinafter defined) arising directly or indirectly out of this contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Village in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation or claims, the County Agency shall consult with the Village and shall retain legal counsel agreeable to the County and the Village to represent the County; provided that if the County and the Village cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. In this contract, "Claims" means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or assessed against the County, County Agency or Village, or

for which the County, County Agency or Village may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of Federal or State common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened. This paragraph shall not apply to a lawsuit instituted by the Village to enforce its rights under this contract.

13. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

14. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. This contract shall become effective after its execution by each party hereto. This contract shall terminate one (1) year from the date of final acceptance of completion of construction of the Project by the County Agency, unless terminated earlier by mutual agreement of the parties hereto in writing. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by the undersigned, being duly authorized by the respective governing body of such parties.

COUNTY OF OAKLAND

Executed on _____, 2024

By: _____
Jim Nash
Its: County Water Resources Commissioner
(County Agency)

VILLAGE OF LAKE ORION

By: _____
Darwin McClary
Its: Village Manager

Executed on May 29, 2024

And: _____
Sonja Stout
Its: Clerk

Approved by Lake Orion Village Council on May 28, 2024

EXHIBIT A

Oakland County Village of Lake Orion 2024 Sanitary Sewer System Improvements

Project Description and Map

Acquisition and construction of various improvements to the Village of Lake Orion Sanitary Sewer System (the "System") located in the Village of Lake Orion, consisting, without limitation, of the rehabilitation of sixteen (16) sanitary lift stations, including, without limitation, demolition of the existing equipment within twelve (12) ejector stations and four (4) centrifugal pump stations, and all other related equipment, installation of new pumping equipment, air compressors, air storage tanks, motors, air manifolds, valves, piping, pipe fittings, ventilation blowers, level transducers, electrical panels and wiring/conduit, control panels, equipment racks, new DTE electric meters, generator transfer receptacles, power distribution cabinets, manual transfer switches, and main service disconnect switches, new sump pumps, piping and valves, new lighting, and facilities and site structures, as well as the restoration of property, curbs, streets, rights-of-way, driveways, sidewalks, and easements affected by the improvements and all other work and equipment necessary and incidental to the improvements.

[*Map on following page*]

Oakland County Village of Lake Orion 2024 Sanitary Sewer System Improvements

Map

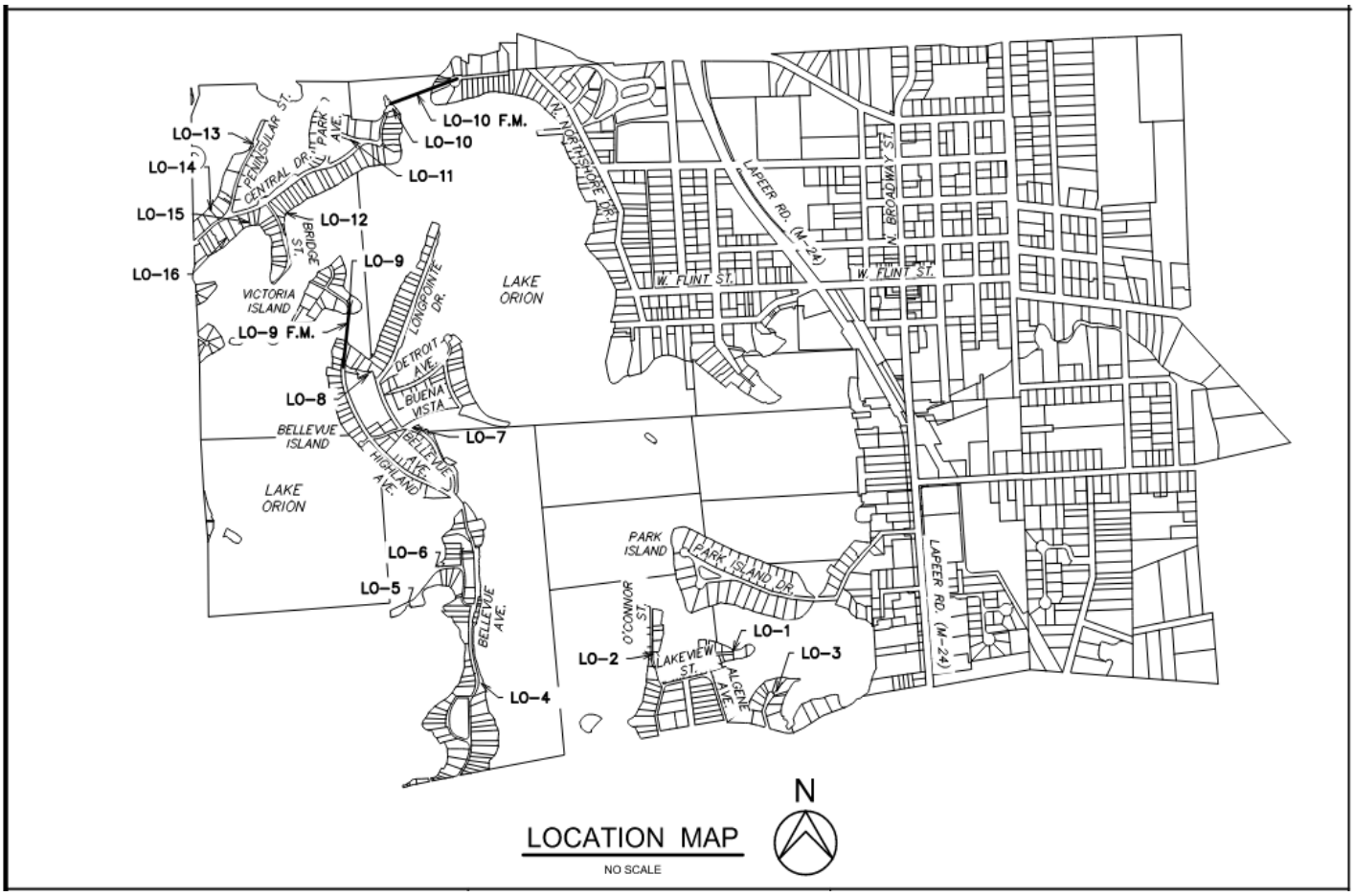


EXHIBIT B
Estimate of Cost and Period of Usefulness

Project Cost Estimate for
Lake Orion Lift Stations
PRJ1-3381
December 2023

		Total Cost
1) Construction (FAC)		
Project Construction Cost (Est)		$ 7,246,000
	Sub-Total	**$ 7,246,000**
2) Project Development: Engineering Consulting (ENG CON)		
Preliminary Design		$ -
Design		$ 242,000
CCA		$ 124,800
Scheduling Consultant		$ -
Additional Special Services		$ -
	Sub-Total	**$ 367,000**
3) Project Financing & Legal (LEGAL)		
Project Insurance		$ -
Bond Issuance (Legal)		$ 24,500
Bond Issuance (Financial Consultant)		$ 19,200
Bond Ratings-Official Statement		$ 25,000
Legal Fees (contract agreements)		$ 30,000
Wetland Mitigation		$ -
	Sub-Total	**$ 99,000**
3) Right-of-Way Services (ROW)		
Easement Fees		$ 30,000
Legal Fees (easement)		$ 50,000
Permits		$ 5,000
County Personnel Time		$ 42,703
	Sub-Total	**$ 128,000**
4) Exclusive County Services:		
Administration (ADM)		$ -
Engineering-OCWRC (ENG)		$ 153,748
Construction Inspection (INS)		$ 253,446
Surveying (SUR)		$ 9,117
O&M/Equipment Startup and Training/Corrections-OCWRC (STD)		$ 18,003
	Sub-Total	**$ 435,000**
5) Subtotal:		**$ 8,275,000**
6) Contingency (10%)		**$ 828,000**
	Total Project Cost	**$ 9,103,000**

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be 20 years and upwards.

By: _____

Jennifer Cook
Project Engineer

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Park Avenue Retaining Wall Replacement Project

BACKGROUND BRIEF:

Administration is requesting that Village Council (1) approve a budget amendment for the Park Avenue Retaining Wall Replacement Project; (2) approve the design plans for the Park Avenue retaining wall replacement project; (3) approve the cost sharing agreement between the Village and the affected abutting property owners; and (4) award the contract for the construction of the project.

As Council is aware, the retaining wall at the end of Park Avenue is failing and is in urgent need of replacement. The wall failure is causing roadway damage. Council requested that Administration meet with the affected property owners to negotiate an acceptable cost sharing agreement, and this work has been completed. The property owners opted to contribute equally to the project and agreed to pay for the roadway repair and guardrail portion of the project, with the Village to pay for the costs of the replacement of the retaining wall itself and to cover any contingencies in excess of the base contract price. Village Attorney Kucharek prepared cost sharing agreements for each property owner, and the agreements have been executed by the owners. The Village has received the payments required under the agreements.

The project involves the removal and replacement of the retaining wall at the end of Park Avenue situated on Village right-of-way and along a portion of the Mcmaken property to the east, as well as repairs to a portion of Park Avenue and installation of guardrail. Attached are the design plans for the project.

The project was advertised for bids on the MITN bid system in early July, and bids were received and opened on July 30, 2024. The Village received three (3) bids. The responsible and responsive low bidder is JB Contractors Inc. of Detroit, Michigan. The engineer's recommendation on award of contract, bid tabulation sheet, and contract documents are attached.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The construction cost of the project will be $76,722.00. The three property owners will each pay $6,807.33 for a total of $20,421.99 to cover the costs associated with the repair of the roadway and installation of guardrail. The Village will pay the remaining $56,301.01 for the cost of the retaining wall removal and replacement. Administration is also including contingencies ($12,243.30) and construction engineering observation ($4,900) in the project budget. The Village will also pay any additional costs resulting from change orders and engineering fees approved by the Village Council that increase the cost of the project above the base bid amount. Administration recommends providing an appropriation of $100,000 for the project, up to $80,000 of which will be funded from the Local Street Fund reserves.

RECOMMENDED MOTION:

#1 – To approve budget amendment BA-2025-203-01 to increase Local Street Fund revenues by $20,422.00 and to increase Local Street Fund expenditures by $100,000.00 to provide an appropriation for the Park Avenue Retaining Wall Replacement Project.

#2 – To approve the construction plans for the Park Avenue Retaining Wall Replacement Project base bid scope of work as prepared by the Village Engineer.

#3 – To approve the Park Avenue Retaining Wall Replacement Project Cost Sharing Agreement in Lieu of Special Assessments between the Village of Lake Orion and Randall Gilbert and Sue Delgado, 359 Park Avenue; Benjamin McKenzie and Lisa McKenzie, 365 Park Avenue; and Timothy McMaken and D. Claire Beaudet, 354 Park Avenue and authorize the Village Manager and Clerk to execute the agreement on behalf of the Village.

#4 – To award the contract for the construction of the Park Avenue Retaining Wall Replacement Project, without the alternate of the additional milling and paving of Park Avenue and with the use of RediWall Ledgestone (tan), to JB Contractors, Inc., of Detroit, Michigan, in the amount, of $76,722.00 subject to the following conditions: (1) the Park Avenue Retaining Wall Replacement Project Cost Sharing Agreement in Lieu of Special Assessments is fully executed by all parties; (2) payment of costs in lieu of special assessments is received by the Village from all affected property owners; and (3) all required fully executed temporary construction easement agreements are received by the Village from affected property owners; and to authorize the Village Manager and Village Clerk to execute the contract on behalf of the Village when all conditions are met.

VILLAGE OF LAKE ORION, MICHIGAN

BUDGET ADJUSTMENT WORKSHEET

FISCAL YEAR: 2024-25
FUND: Local Streets
DEPT: Construction
REQUESTED BY: D McClary
DATE: 8/20/2024
AMENDMENT # BA-2025-203-01

ACCT #	ACCT NAME	ADOPTED	AMENDED	REVENUE CHANGE	EXPENDITURE CHANGE	NEW AMENDED BUDGET	REASON
203-000-683-000	Reimbursements - Other	0	0	20,422		20,422	Cost sharing with property owners for Park Avenue Retaining Wall Project
203-875-977-000	Capital Outlay	0	0		100,000	100,000	Construction of Park Avenue retaining wall and engineering costs
NET CHANGE IN BUDGET:				20,422	100,000		

Approved by Village Manager: _____ Date: 08/20/2024

Approved by Village Council: _____ Date: _____

NF ENGINEERS
Civil Engineers | Land Surveyors | Land Planners | Geospatial Engineers
48680 Van Dyke, Ste 200 Shelby Twp, MI 48317 | P: 844-416-3364 | www.nfe-engr.com

August 8, 2024

Darwin McClary
Village Manager
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

RE: Park Street Retaining Wall Replacement
NFE Job No. M718

Dear Mr. McClary:

Following public advertisement for proposal solicitation, proposals were opened at the Village offices on July 30, 2024. Three responsive proposals were received. Our office reviewed the proposals and enclosed is a tabulation of the bid proposals for your reference.

The project was bid for the reconstruction of the retaining wall and the associated grading and pavement replacement required for the construction of the retaining wall only, with an alternate for additional paving for approximately 28 feet further south on Park Avenue, to the southern property line of 359 Park Avenue.

Following the meeting with the affected residents on August 6, 2024, it was decided by the residents not to pursue the additional paving according to the bid alternate. The lowest responsive proposal for the base bid was received from JB Contractors, Inc.

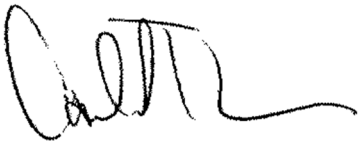
We requested and contacted three references from JB Contractors Inc.. All three provided satisfactory references for the work completed.

The proposals received was slightly above the projected budget for the project however was in line with current construction costs.

We recommend the award for the construction of the Park Street Retaining Wall Replacement, without the alternate of the additional milling and paving of Park Avenue and the use of RediWall Ledgestone (tan) to JB Contractors, Inc.. for the amount, of $76,722.00. We further recommend a budgetary contingency of 10% ($7,670) for a total construction budget of $84,392.

If you have any questions, please do not hesitate to call.

Sincerely,



Carol P. Thurber, PE, CFM

Enclosures: JB Contractors, Inc. Proposal

Cc: Wesley Sanchez, Director of Public Works
Juan Lopez, JB Contractors, Inc.

W:\G500-Z000 Files\M000-FILES\M718\Office\Correspondence\M718-LT-01 Recommendation JB Contractors.docx

VILLAGE OF LAKE ORION
PARK AVENUE RETAINING WALL REPLACEMENT

BID DATE: 30-Jul-24
PROJECT # M718

BIDDERS ----->
3 BIDDERS
19 ITEMS

				JB CONTRACTORS, INC. **2933 MILITARY** **DETROIT, MI 48209** **313-995-8301** jbcontracors@outlook.com			**HIGHLAND SERVICES, LLC** **10031 BERGIN RD.** **HOWELL, MI 48843** **810-623-1088** carl.pietila@highlandservicesllc.com			**DALCO SERVICES** **59187 NORTH AVE.** **RAY, MI 48096** **586-876-4326** zwilliams@dalcoservices.llc.com			**(ENGINEER'S ESTIMATE)** **NOWAK & FRAUS ENGINEERS** **48680 VAN DYKE** **(586) 739-0939**		**AVERAGE UNIT PRICE** **(BIDDER 1-3 ONLY)**
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	AMOUNT	
1	MOBILIZATION (3% max)	1	LS	$2,200.00		$2,200.00	$2,310.00		$2,310.00	$2,550.00		$2,550.00	$3,000.00	$3,000.00	$2,353.33
2	PAVEMENT REMOVAL	55	SY	$36.00		$1,980.00	$58.77		$3,232.35	$32.00		$1,760.00	$32.50	$1,787.50	$42.26
3	REMOVE EX. WOOD RETAINING WALL	1	LS	$4,600.00		$4,600.00	$6,500.00		$6,500.00	$2,650.00		$2,650.00	$4,500.00	$4,500.00	$4,583.33
4	REMOVE GUARDRAIL	14	LF	$10.00		$140.00	$450.00		$6,300.00	$20.00		$280.00	$30.00	$420.00	$160.00
5	REMOVE, SALVAGE AND REPLACE BLOCK RETAINING WALL	1	LS	$4,225.00		$4,225.00	$4,500.00		$4,500.00	$1,750.00		$1,750.00	$2,570.00	$2,570.00	$3,491.67
6	2.0" MDOT 5EML HMA Wearing	55	SY	$92.00		$5,060.00	$72.00		$3,960.00	$120.00		$6,600.00	$72.00	$3,960.00	$94.67
7	2.0" MDOT 4EML HMA Leveling	55	SY	$92.00		$5,060.00	$72.00		$3,960.00	$120.00		$6,600.00	$72.00	$3,960.00	$94.67
8	6" 21AA AGGREGATE BASE	55	SY	$65.00		$3,575.00	$42.93		$2,361.15	$90.00		$4,950.00	$31.50	$1,732.50	$65.98
9	GRAVEL SHOULDER	4	CY	$50.00		$200.00	$150.00		$600.00	$150.00		$600.00	$48.00	$192.00	$116.67
10	TYPE A GUARDRAIL	39	LF	$113.00		$4,407.00	$113.00		$4,407.00	$88.00		$3,432.00	$100.00	$3,900.00	$104.67
11	NYLOPLAST DRAIN BASIN	1	EA	$3,000.00		$3,000.00	$2,500.00		$2,500.00	$3,250.00		$3,250.00	$2,100.00	$2,100.00	$2,916.67
12	4" HDPE SUBGRADE UNDERDRAIN	13	LF	$25.00		$325.00	$100.00		$1,300.00	$275.00	$275.00	$3,575.00	$20.00	$260.00	$133.33
13	POP-UP DRAINAGE EMITTER	1	EA	$200.00		$200.00	$150.00		$150.00	$250.00		$250.00	$45.00	$45.00	$200.00
14	BLOCK RETAINING WALL INC. 6A, GEOTEX. FABRIC & UNDERDRAIN	1	LS	$40,250.00		$40,250.00	$27,884.00		$27,884.00	$49,750.00		$49,750.00	$40,850.00	$40,850.00	$39,294.67
15	SOIL EROSION AND SEDIMENTATION	1	LS	$500.00		$500.00	$3,500.00		$3,500.00	$1,250.00		$1,250.00	$590.00	$590.00	$1,750.00
16	FINAL RESTORATION AND CLEANUP	1	LS	$1,000.00		$1,000.00	$3,500.00		$3,500.00	$2,450.00		$2,450.00	$3,160.00	$3,160.00	$2,316.67
	TOTAL BASE BID ------>					**$76,722.00**		$76,960.84	**$76,964.50**		$88,397.00	**$89,247.00**		**$69,867.00**	
	BID ALTERNATE														
1	COLD MILL HMA SURFACE (2")	52	SY	$138.00		$7,176.00	$52.80		$2,745.60	$90.00		$4,680.00	$85.00	$4,420.00	
2	2.0" MDOT 5EML HMA Wearing	52	SY	$92.00		$4,784.00	$79.20		$4,118.40	$120.00		$6,240.00	$85.00	$4,420.00	
3	SUBGRADE UNDERCUT	2	Cy	$50.00		$100.00	$100.00		$200.00	$150.00		$300.00	$100.00	$200.00	
	TOTAL ALTERNATE ------>					**$12,060.00**			**$7,064.00**			**$11,220.00**		**$9,040.00**	
	TOTAL ------>					**$88,782.00**		$84,024.84	**$84,028.50**		$99,617.00	**$100,467.00**		**$78,907.00**	
	BID SECURITY (5% MINIMUM)			X			X			X					
	ADDENDA ACKNOWLEDGED			X			X			X					
	COMPLETION TIME (DAYS)														
	REMARKS			Redi-Wall LLC; Tan Ledgestone			RediRock Ledgestone or Cobblestone, Gray or Tan Math error			Redi-Wall LLC; Tan Ledgestone Math error - did not calculate underdrain					

Cilent

Village of Lake Orion

Contact:
Darwin McClary, Village Manager
Tel. (248) 693-8391

Geotechnical / Structural Engineer

G2 Consulting Group
1866 Woodslee Street,
Troy, Michigan 48083

Tel. (248) 680-0400
Fax (248) 680-9745

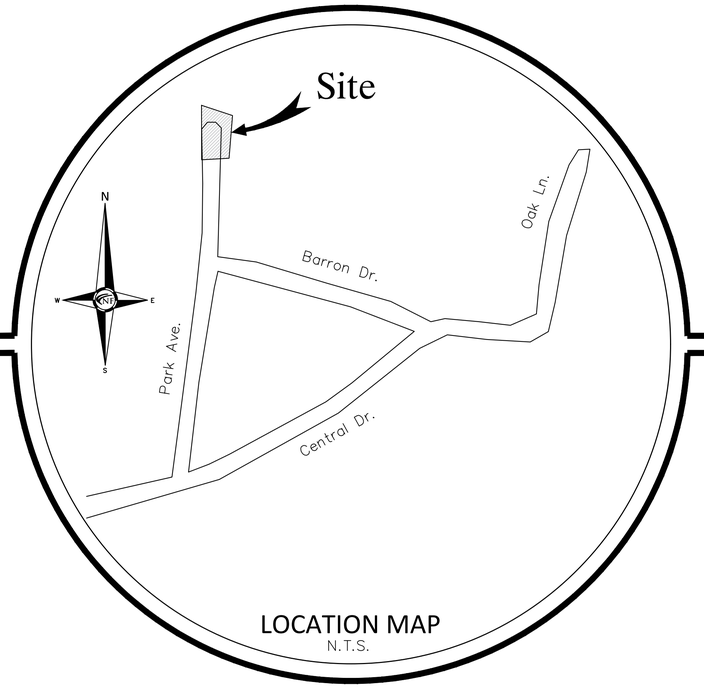
Civil Engineer

Nowak & Fraus Engineers
48680 Van Dyke, Suite 200
Shelby Twp., MI 48317

Tel. (586) 739-0939

Village of Lake Orion, CONSTRUCTION DOCUMENTS

PART OF THE SE 1/4 OF SECTION 3, T.4N, R.10E
VILLAGE OF LAKE ORION,
OAKLAND COUNTY, MICHIGAN



LOCATION MAP
N.T.S.

Park Avenue Retaining Wall Replacement

LEGAL DESCRIPTION

PROPERTY BOUNDARY SURVEY REQUIRED

NOWAK AND FRAUS, PLLC HAS COMPLETED A TOPOGRAPHICAL SURVEY FOR THE DESIGN OF THIS PROJECT. A BOUNDARY SURVEY IS REQUIRED PRIOR TO RELEASE FOR CONSTRUCTION TO IDENTIFY PROPERTY BOUNDARY AND R.O.W. LIMITS SO APPROVAL FOR CONSTRUCTION ON PRIVATE PROPERTY CAN BE ACQUIRED

ESTIMATED QUANTITIES

PAVING

DESCRIPTION	QUANTITY	UNITS
4" ASPHALT ON 6" 21AA AGGREGATE BASE	55	SY
GUARDRAIL	39	LF

STORM SEWER

DESCRIPTION	QUANTITY	UNITS
4" PERFORATED UNDERDRAIN (EXCLUDING RETAINING WALL UNDERDRAIN)	13	LF
NYLOPLAST DRAIN BASIN	1	EA
POP UP	1	EA

ALTERNATE PAVING

DESCRIPTION	QUANTITY	UNITS
COLD MILL HMA SURFACE	52	SY
HMA 5EML	52	SY
SUBGRADE UNDERCUT	2	CY

SHEET INDEX

C0	Cover Sheet
C1	Topographic
C2	Paving & Grading Plan
C3	Demolition Plan

G2 Consulting Group Plans:

1	Plan View
2	Elevation
3	Sections
4	Notes
5	Notes
6	Notes

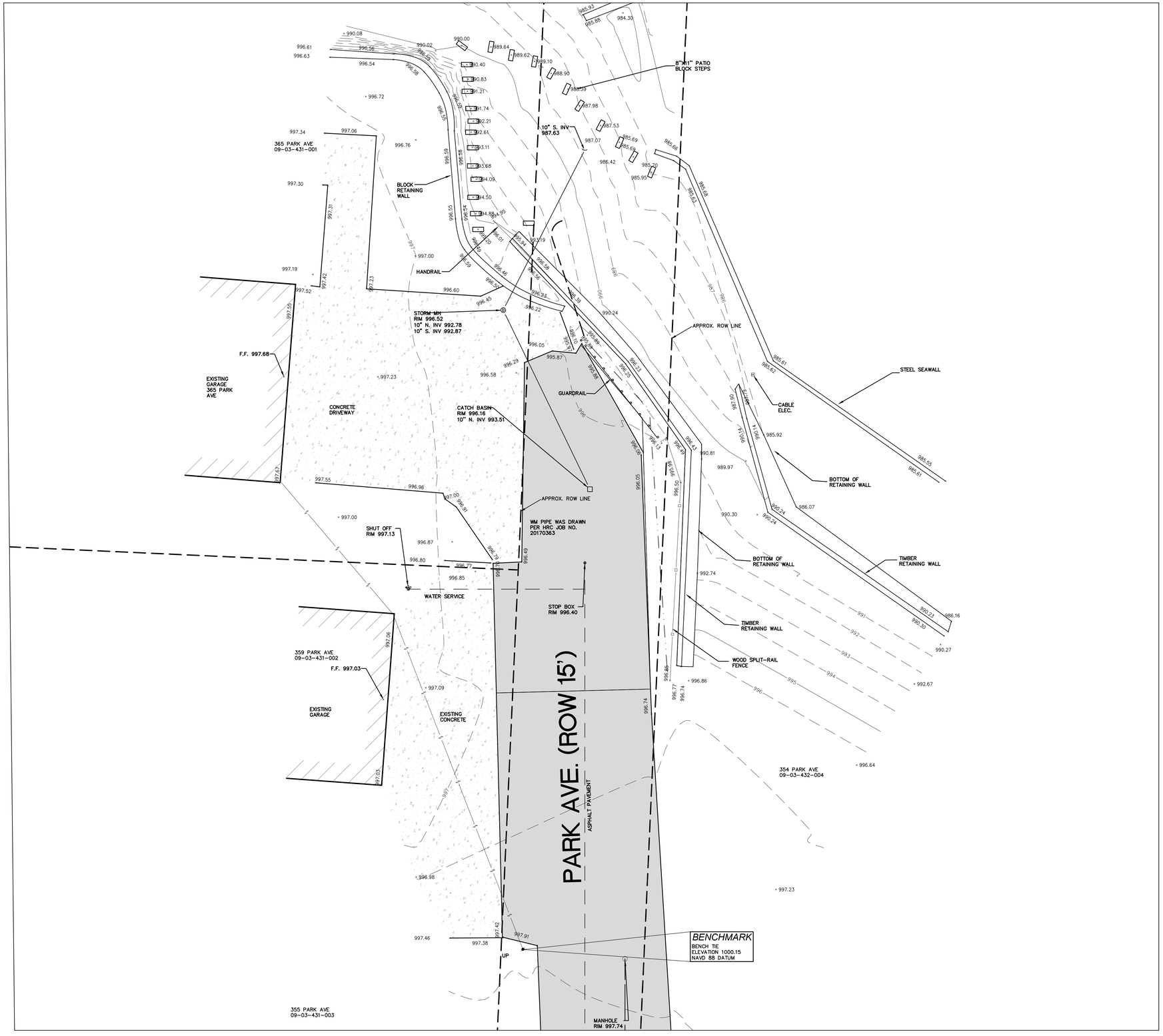
REVISIONS:
06-03-2024 ADDITIONAL GUARDRAIL
07-05-2024 ALTERNATE PAVING - MILL AND RESURFACE
07-08-2024 ISSUE FOR BID

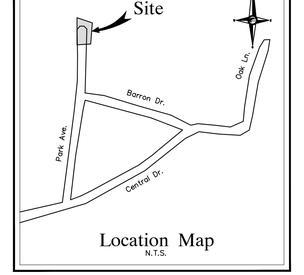
Know what's below Call before you dig.

N & F JOB #M718

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
48680 VAN DYKE, SUITE 200
SHELBY TWP., MI 48317
TEL. (586) 739-0939
WWW.NFE-ENGR.COM





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MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER 202203080244, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON 03/08/2022. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. **THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.**

SNOW NOTE

THIS SURVEY WAS PERFORMED UNDER EXTREME SNOW CONDITIONS, DUE TO THE DEPTH OF SNOW & SNOW PILES CAUSED BY SNOW REMOVAL THE LOCATION OF ALL SURFACE STRUCTURES SUCH AS CURBS, MANHOLES, EDGES OF PAVEMENT & PARKING STRIPES MAY NOT BE SHOWN.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND

- MANHOLE — EXISTING SANITARY SEWER
- EXISTING SAN. CLEAN OUT
- HYDRANT, GATE VALVE — EXISTING WATER MAIN
- MANHOLE, CATCH BASIN — EXISTING STORM SEWER
- EX. R.Y. CATCH BASIN
- EXISTING BURIED CABLES
- UTILITY POLE, GUY POLE, GUY WIRE — OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NFE-ENGR.COM

SEAL

PROJECT
Park Avenue Retaining Wall Replacement

CLIENT
Village of Lake Orion

Darwin McClary
Ph-248-693-8391

PROJECT LOCATION
Part of the SE 1/4 of Section 3 T.4N, R.10E Lake Orion, Oakland, Michigan

SHEET
Topographic Survey

Know what's below Call before you dig.

DATE	ISSUED/REVISED

DRAWN BY: C. Michals
DESIGNED BY: C. Michals
APPROVED BY: C. Thurber
DATE: 06-19-2023
SCALE: 1" = 5'

NFE JOB NO. **M718** SHEET NO. **C1**

PROPERTY BOUNDARY SURVEY REQUIRED

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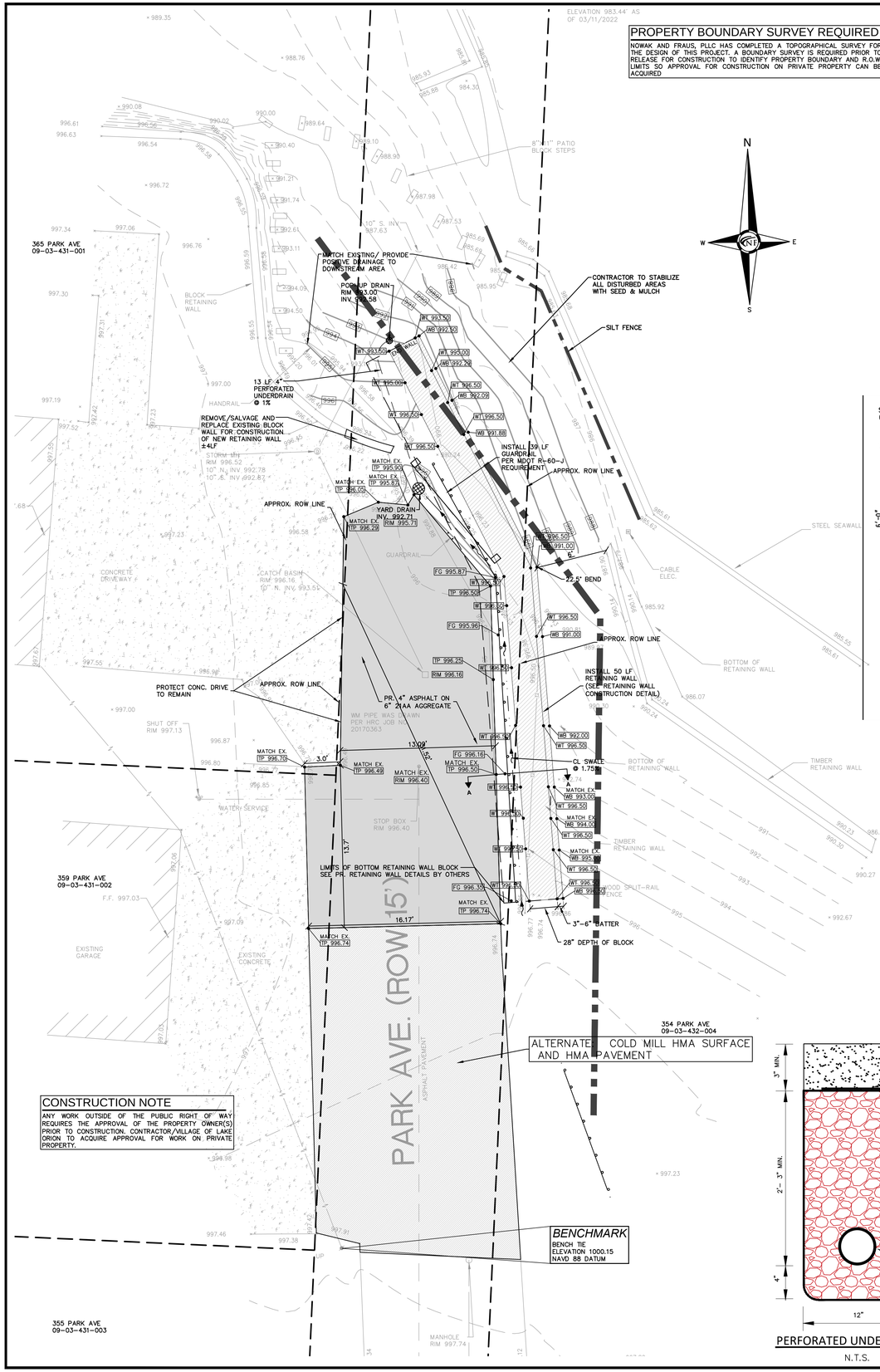
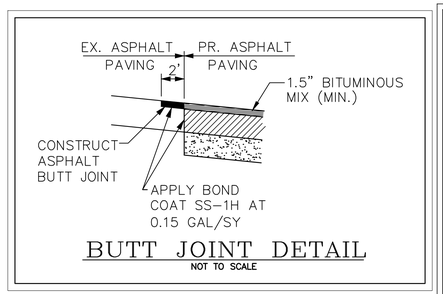
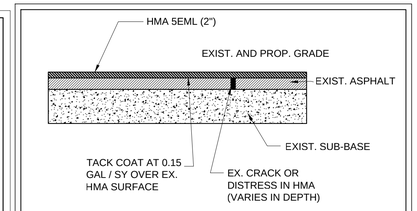


CONSTRUCTION NOTE

ANY WORK OUTSIDE OF THE PUBLIC RIGHT OF WAY REQUIRES THE APPROVAL OF THE PROPERTY OWNER(S) PRIOR TO CONSTRUCTION. CONTRACTOR/VILLAGE OF LAKE ORION TO ACQUIRE APPROVAL FOR WORK ON PRIVATE PROPERTY.



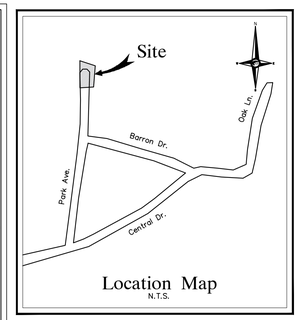
BUTT JOINT DETAIL
NOT TO SCALE



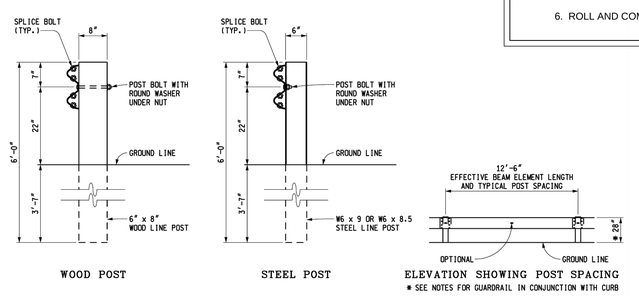
PROPOSED ALTERNATE ASPHALT CROSS SECTION (COLD MILL)

N.T.S.

1. MILL DESIGNATED AREA TO DEPTH OF TWO INCHES USING A SELF PROPELLED ASPHALT PLANER.
2. BROOM CLEAN AREA.
3. LEVEL LOW AREAS USING HOT PLANT MIX ASPHALT ROLLED AND COMPACTED.
4. APPLY A TACK COAT AS DETAILED.
5. INSTALL ASPHALT TOP COURSE.
6. ROLL AND COMPACT TO SMOOTH AND EVEN FINISH.

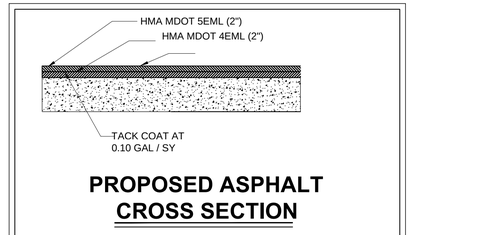


Location Map
N.T.S.

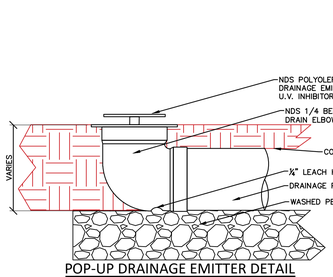


GUARDRAIL, TYPE A

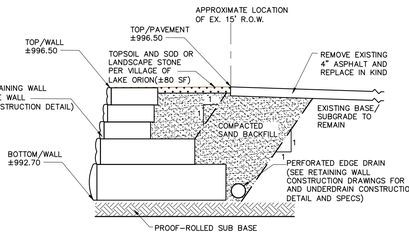
MDOT R-60-J GUARD RAIL DETAIL
N.T.S



PROPOSED ASPHALT CROSS SECTION



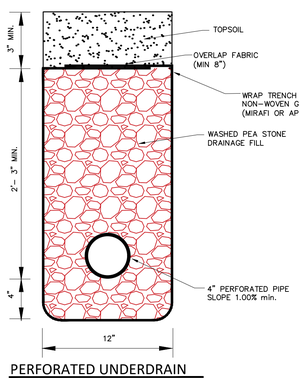
POP-UP DRAINAGE EMITTER DETAIL
N.T.S



RETAINING WALL ADJACENT TO PAVED AREAS SECTION-A
N.T.S.

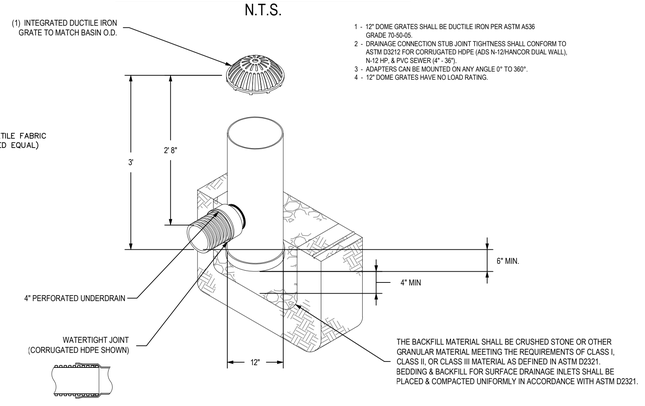
NOTE

CONTRACTOR TO CONSULT WITH GEOTECHNICAL ENG. FOR USE OF NATIVE MATERIALS AS BACKFILL



PERFORATED UNDERDRAIN
N.T.S.

NYLOPLAST DRAIN BASIN WITH DOME GRATE
N.T.S.



ESTIMATED QUANTITIES

PAVING

DESCRIPTION	QUANTITY	UNITS
4" ASPHALT ON 6" 21AA AGGREGATE BASE	55	SY
GUARDRAIL	39	LF

STORM SEWER

DESCRIPTION	QUANTITY	UNITS
4" PERFORATED UNDERDRAIN (EXCLUDING RETAINING WALL UNDERDRAIN)	13	LF
NYLOPLAST DRAIN BASIN	1	EA
POP UP	1	EA

ALTERNATE PAVING

DESCRIPTION	QUANTITY	UNITS
COLD MILL HMA SURFACE	52	SY
HMA 5EML	6	TON
SUBGRADE UNDERCUT	2	CY

PAVING LEGEND

EXISTING CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

LEGEND

EXISTING SANITARY SEWER
SAN. CLEAN OUT
EXISTING WATERMAIN
EXISTING STORM SEWER
EX. R. Y. CATCH BASIN
EXISTING BURIED CABLES
OVERHEAD LINES
LIGHT POLE
SIGN
EXISTING GAS MAIN
PR. SANITARY SEWER
PR. WATER MAIN
PR. STORM SEWER
PR. R. Y. CATCH BASIN
PROPOSED LIGHT POLE
RIM 600.00 — RIM ELEVATION
WB 600.00 — PR. BOTTOM OF WALL ELEVATION
WT 600.00 — PR. TOP OF WALL ELEVATION
TP 600.00 — PR. TOP OF PVMT. ELEVATION
FG 600.00 — FINISH GRADE ELEVATION

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NFE-ENGR.COM

SEAL

PROJECT
Park Avenue Retaining Wall Replacement

CLIENT
Village of Lake Orion

Darwin McClary
Ph-248-693-8391

PROJECT LOCATION
Part of the SE 1/4 of Section 3 T.4N, R.10E Lake Orion, Oakland, Michigan

SHEET
Paving & Grading Plan

Know what's below Call before you dig.

DATE	ISSUED/REVISED
05-20-2024	ADDITIONAL GUARDRAIL
07-05-2024	ALTERNATE PAVING
07-08-2024	ISSUE FOR BID

DRAWN BY:
C. Michals

DESIGNED BY:
C. Michals

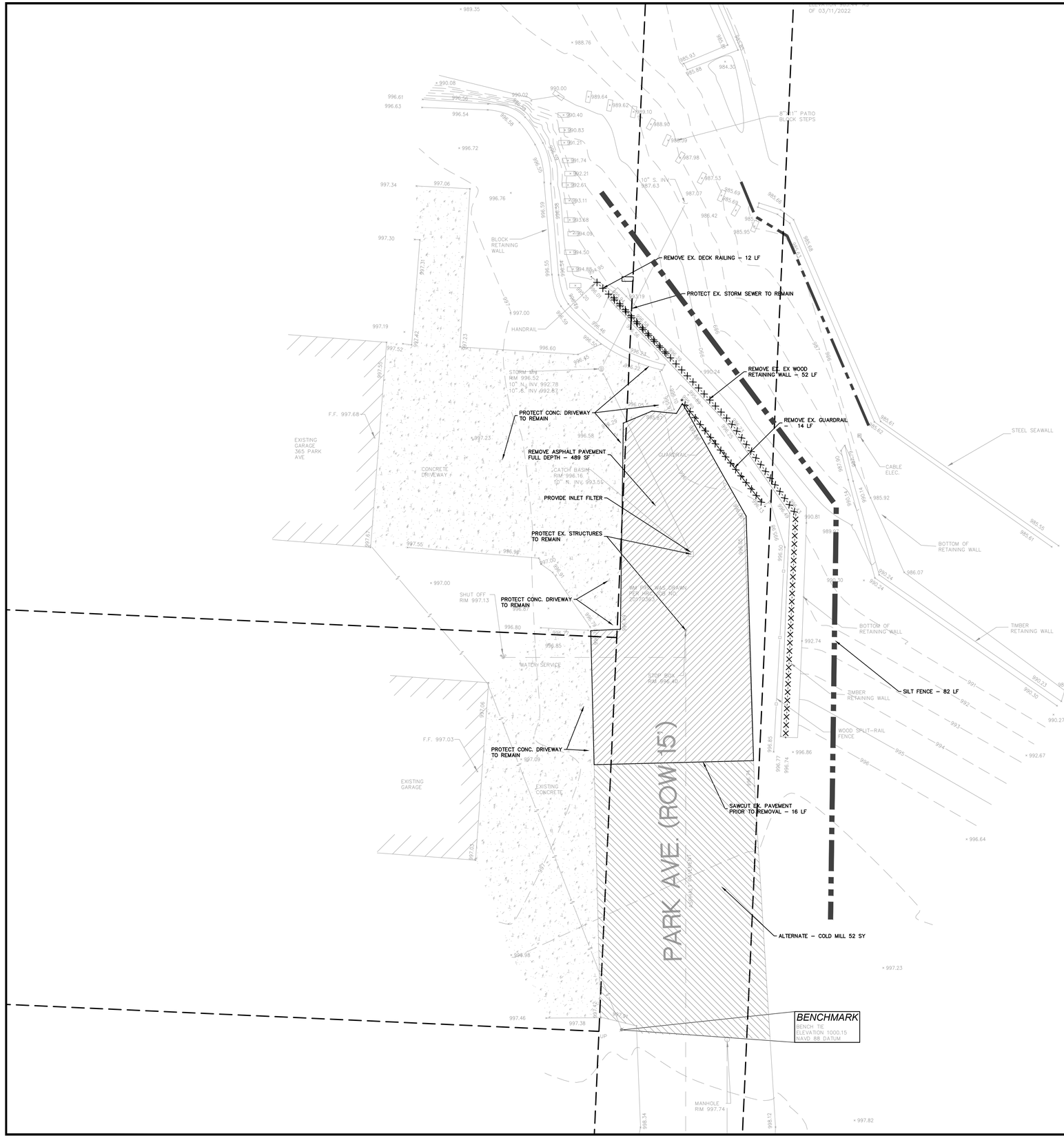
APPROVED BY:
C. Thurber

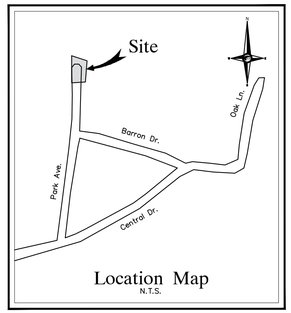
DATE:
06-19-2023

SCALE: 1" = 5'
5 2.5 0 2.5 5 7.5

NFE JOB NO. M718

SHEET NO. C2





MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER 2022030800244, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON 03/08/2022. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. **THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.**

SNOW NOTE

THIS SURVEY WAS PERFORMED UNDER EXTREME SNOW CONDITIONS, DUE TO THE DEPTH OF SNOW & SNOW PILES CAUSED BY SNOW REMOVAL THE LOCATION OF ALL SURFACE STRUCTURES SUCH AS CURBS, MANHOLES, EDGES OF PAVEMENT & PARKING STRIPES MAY NOT BE SHOWN.

LEGAL DESCRIPTION

LOT 76; ORION SUMMER HOME CO'S. SUBDIVISION, OF PART OF SECTIONS 2 & 3, T.4 N., R.10 E., TOWNSHIP OF ORION (NOW VILLAGE OF LAKE ORION), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 4 OF PLATS, PAGE 27 OF OAKLAND COUNTY RECORDS.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND

- MANHOLE
- HYDRANT
- GATE VALVE
- MANHOLE CATCH BASIN
- UTILITY POLE GUY POLE
- GUY WIRE
- 12" MAPLE
- EXISTING SANITARY SEWER
- EXISTING SAN. CLEAN OUT
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EX. R. Y. CATCH BASIN
- EXISTING BURIED CABLES
- OVERHEAD LINES
- LIGHT POLE
- SIGN
- EXISTING GAS MAIN
- EXISTING UTILITY TO BE REMOVED
- EXISTING UTILITY TO BE ABANDONED
- INDICATES EXISTING TREE TO BE REMOVED
- INDICATES AREAS OF PAVEMENT, BUILDINGS, ETC. TO BE REMOVED

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
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SEAL

PROJECT
Park Avenue Retaining Wall Replacement

CLIENT
Village of Lake Orion

Darwin McClary
Ph-248-693-8391

PROJECT LOCATION
Part of the SE 1/4 of Section 3
T.4N, R.10E
Lake Orion, Oakland, Michigan

SHEET
Demolition Plan

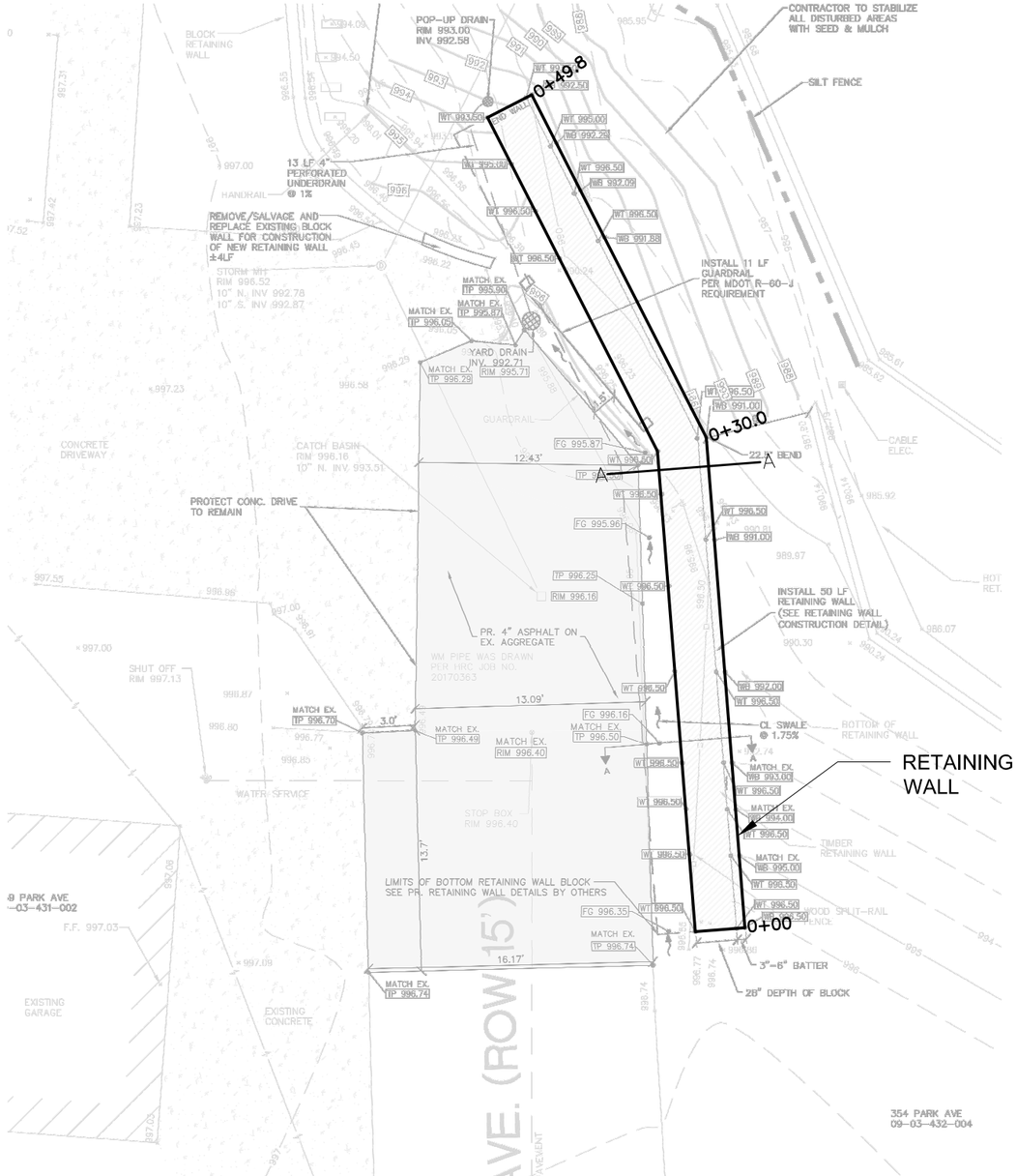
Know what's **below** **Call** before you dig.

DATE	ISSUED/REVISED
07-05-2024	ALTERNATE PAVING
07-08-2024	ISSUE FOR BID

DRAWN BY: M. Hani
DESIGNED BY: M. Hani
APPROVED BY: C. Thurber
DATE: 06-19-2023
SCALE: 1" = 5'
5 2.5 0 2.5 5 7.5

NFE JOB NO. **M718**
SHEET NO. **C3**

Scaled fo



Retaining Wall Plan View

CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	REVISION/DESCRIPTION	DATE:
1	REVISED WALL LOCATION	6/7/23

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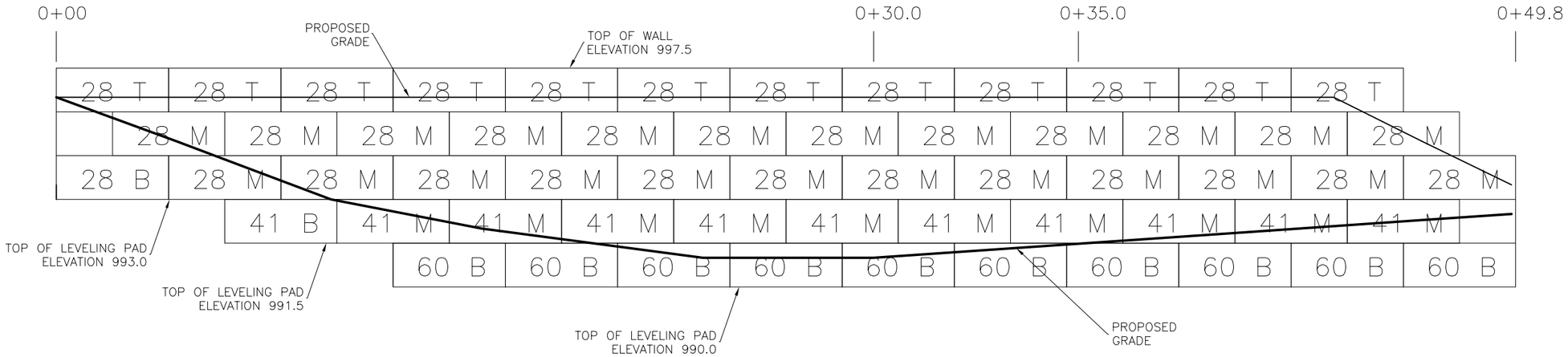
PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Avenue
Lake Orion, MI

SHEET TITLE
Plan View

SHEET NUMBER
1

Scaled fo



Retaining Wall Elevation

CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	REVISION/DESCRIPTION	DATE:
1	REVISED WALL LOCATION	6/7/23

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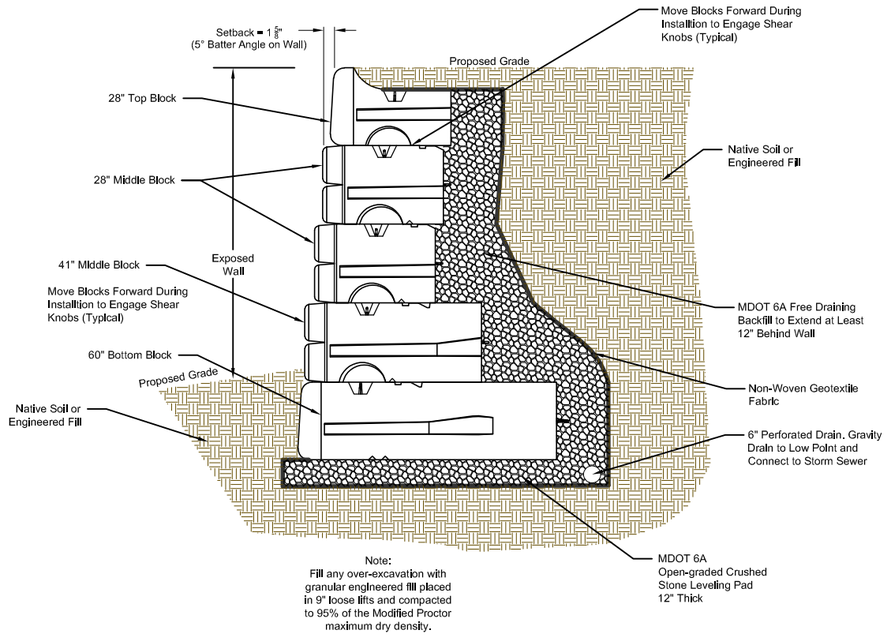
PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Ave
Lake Orion, MI

SHEET TITLE
Elevation

SHEET NUMBER
2



Section A-A

SCALE : N.T.S.

Scaled fo

CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	DATE:	REVISION/DESCRIPTION
1	6/7/23	REVISED WALL LOCATION

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PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Avenue
Lake Orion, MI

SHEET TITLE
Sections

SHEET NUMBER
3

PRECAST MODULAR BLOCK RETAINING WALL

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes furnishing all materials and labor required for the construction of a precast concrete modular block (PMB) retaining wall without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kilograms) per unit.

B. Scope of Work: The work shall consist of furnishing materials, labor, equipment, and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design, and dimensions shown in the project site plans.

1.02 REFERENCES

A. Where the specification and reference documents conflict, the Owner's designated representative will make the final determination of the applicable document.

B. Definitions:

1. Precast Modular Block (PMB) Unit - machine-placed, wet-cast concrete modular block retaining wall facing unit.
2. Geotextile - a geosynthetic fabric manufactured for use as a separation and filtration medium between dissimilar soil materials.
3. Drainage Aggregate - clean, crushed stone placed within and immediately behind the precast modular block units to facilitate drainage and reduce compaction requirements immediately adjacent to and behind the precast modular block units.
4. Unit Core Fill - clean, crushed stone placed within the hollow vertical core of a precast modular block unit. Typically, the same material used for drainage aggregate as defined above.
5. Foundation Zone - soil zone immediately beneath the leveling pad and the reinforced zone.
6. Retained Zone - soil zone immediately behind the drainage aggregate and wall infill for wall sections designed as modular gravity structures.
7. Leveling Pad - hard, flat surface upon which the bottom course of precast modular blocks are placed. The leveling pad shall be constructed with crushed stone or dense-graded aggregate as indicated on the drawings. A leveling pad is not a structural footing.
8. Wall Infill - the fill material placed and compacted between the drainage aggregate and the excavated soil face in retaining wall sections designed as modular gravity structures.

C. Reference Standards

1. Design
   a. AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017.
   b. Minimum Design Loads for Buildings and Other Structures - ASCE/SEI 7-16.
   c. International Building Code, 2021 Edition.
   d. FHWA-NHI-10-024 Volume I and GEC 11 Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.
   e. FHWA-NHI-10-025 Volume II and GEC 11 Design of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes.
2. Precast Modular Block Units
   a. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
   b. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
   c. ASTM C143 - Standard Test Method for Slump of Hydraulic-Cement Concrete.
   d. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
   e. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
   f. ASTM C666 - Standard Test Method for Concrete Resistance to Rapid Freezing and Thawing.
   g. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
   h. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete.
   i. ASTM C1611 - Standard Test Method for Slump Flow of Self-Consolidating Concrete.
   j. ASTM D6638 - Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks).
   k. ASTM D6916 - Standard Test Method for Determining Shear Strength Between Segmental Concrete Units (Modular Concrete Blocks).
3. Geosynthetics
   a. AASHTO M 288 - Geotextile Specification for Highway Applications.
   b. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics Diaphragm Bursting Strength Tester Method.
   c. ASTM D4354 - Standard Practice for Sampling of Geosynthetics for Testing.
   d. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles
   e. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
   f. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
   g. ASTM D4595 - Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
   h. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
   i. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
   j. ASTM D4759 - Standard Practice for Determining Specification Conformance of Geosynthetics.
   k. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
   l. ASTM D4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
   m. ASTM D5262 - Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics.
   n. ASTM D5321 - Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method.
   o. ASTM D5818 - Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics.
   p. ASTM D6241 - Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
   q. ASTM D6637 - Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method.
   r. ASTM D6706 - Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil.
   s. ASTM D6992 - Standard Test Method for Accelerated Tensile Creep and Creep-Rupture of Geosynthetic Materials Based on Time-Temperature Superposition Using the Stepped Isothermal Method.
4. Soils
   a. AASHTO M 145 - AASHTO Soil Classification System.
   b. AASHTO T 104 - Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.
   c. AASHTO T 267 - Standard Method of Test for Determination of Organic Content in Soils by Loss of Ignition.
   d. ASTM C33 - Standard Specification for Concrete Aggregates.
   e. ASTM D422 - Standard Test Method for Particle-Size Analysis of Soils.
   f. ASTM D448 - Standard Classification for Sizes of Aggregates for Road and Bridge Construction.
   g. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort. (12,400 ft-lbf/ft (2,700 kN-m/m)).
   h. ASTM D1241 - Standard Specification for Materials for Soil-Aggregate Subbase, Base and Surface Courses.
   i. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
   j. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort. (56,000 ft-lbf/ft (2,700 kN-m/m)).
   k. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
   l. ASTM D2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
   m. ASTM D3080 - Standard Test Method for Direct Shear Test of Soils Under Consolidated Drained Conditions.
   n. ASTM D4254 - Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
   o. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
   p. ASTM D4767- Test Method for Consolidated-Undrained Triaxial Compression Test for Cohesive Soils.
   q. ASTM D4972 - Standard Test Method for pH of Soils.
   r. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Aggregate by Nuclear Methods (Shallow Depth).
   s. ASTM G51 - Standard Test Method for Measuring pH of Soil for Use in Corrosion Testing.
   t. ASTM G57 - Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method.
5. Drainage Pipe
   a. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
   b. ASTM F2648 - Standard Specification for 2 to 60 inch [50 to 1500 mm] Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preconstruction Meeting. As directed by the Owner, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor, and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.

1. Preconstruction Meeting Agenda:
   a. The Retaining Wall Design Engineer shall explain all aspects of the retaining wall construction drawings.
   b. The Retaining Wall Design Engineer shall explain the required bearing capacity of soil below the retaining wall structure and the shear strength of in-situ soils assumed in the retaining wall design to the Inspection Engineer.
   c. The Retaining Wall Design Engineer shall explain the required shear strength of fill soil in the retained, and foundation zones of the retaining wall to the Inspection Engineer.
   d. The Retaining Wall Design Engineer shall explain any measures required for coordination of the installation of utilities or other obstructions in the retained fill zones of the retaining wall.
   e. The Retaining Wall Installation Contractor shall explain all excavation needs, site access, and material staging area requirements to the General Contractor and Grading Contractor.

1.04 SUBMITTALS

A. Product Data. At least 14 days prior to construction, the General Contractor shall submit a minimum of four (4) copies of the retaining wall product submittal package to the Owner's Representative for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:

1. Precast Modular Block System brochure
2. Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B of this section as follows:
   a. 28-day compressive strength
   b. Air content
   c. Slump or Slump Flow (as applicable)
3. Drainage Pipe
4. Geotextile

B. Installer Qualification Data. At least 14 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.06, subparagraph A of this section.

1.05 QUALITY ASSURANCE

A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall document compliance with the following:

1. Experience.
   a. Construction experience with a minimum of 30,000 square feet (2,787 square meters) of the proposed precast modular block retaining wall system.
   b. Construction of at least ten (10) precast modular block (large block) retaining wall structures within the past three (3) years.
   c. Construction of at least 50,000 square feet (4,645 square meters) of precast modular block (large block) retaining walls within the past three (3) years.
2. Retaining Wall Installation Contractor experience documentation for each qualifying project shall include:
   a. Project name and location
   b. Date (month and year) of construction completion
   c. Contact information of Owner or General Contractor
   d. Type (trade name) of precast modular block system built
   e. Maximum height of the wall constructed
   f. Face area of the wall constructed
3. In lieu of the requirements set forth in items 1 and 2 above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.

1.06 QUALITY CONTROL

A. The Owner's Representative shall review all submittals for materials and the Retaining Wall Installation Contractor qualifications.

B. The General Contractor shall retain the services of an Inspection Engineer who is experienced with the construction of precast modular block retaining wall structures to perform inspection and testing. The cost of inspection shall be the responsibility of the General Contractor. Inspection shall be continuous throughout the construction of the retaining walls.

Scaled fo

2 CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	DATE:
1	6/7/23

REVISION/DESCRIPTION: REVISED WALL LOCATION

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PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Avenue
Lake Orion, MI

SHEET TITLE
Notes

SHEET NUMBER
4

C. The Inspection Engineer shall perform the following duties:

1. Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
2. Verify that soil or aggregate fill placed and compacted in the retained, and foundation zones of the retaining wall conforms with the project specifications and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
3. Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.
4. Inspect and document soil compaction in accordance with these specifications:
   a. Required dry unit weight
   b. Actual dry unit weight
   c. Allowable moisture content
   d. Actual moisture content
   e. Pass/fail assessment
   f. Test location - wall station number
   g. Test elevation
   h. Distance of test location behind the wall face
5. Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor a reasonable opportunity to correct the deficiency.
6. Notify the General Contractor, Owner, and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected in a timely fashion.
7. Document all inspection results.
8. Test compacted density and moisture content of the retained backfill with the following frequency:
   a. At least once every 1,000 square feet (93 square meters) (in plan) per 9-inch (229 millimeter) vertical lift, and
   b. At least once per every 18 inches (457 millimeter) of vertical wall construction.

D. The General Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.

E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.07 DELIVERY, STORAGE AND HANDLING

A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade, and color of materials have been delivered.

B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure, or other causes. Damaged materials shall not be incorporated into the work.

C. Geosynthetics

1. All geosynthetic materials shall be handled in accordance with ASTM D4873. The materials should be stored off the ground and protected from precipitation, sunlight, dirt, and physical damage.

D. Precast Modular Blocks

1. Precast modular blocks shall be stored in an area with positive drainage away from the blocks. Be careful to protect the block from mud and excessive chipping and breakage. Precast modular blocks shall not be stacked more than three (3) units high in the storage area.

E. Drainage Aggregate and Backfill Stockpiles

1. Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the project site with buried utilities.
2. Drainage aggregate and/or reinforced fill material shall not be staged where it may become mixed with or contaminated by poor draining fine-grained soils such as clay or silt.

PART 2 - MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

A. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years.

B. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus, or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:

1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
2. Shall be free of water soluble chlorides and chloride based accelerator admixtures.
3. 6% ± 1½% air-entrainment in conformance ASTM C94.
4. Maximum slump of 5 inches ± 1½ inches (127 millimeter ± 38 millimeter) per ASTM C143 for conventional concrete mix designs.
5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (457 millimeter and 813 millimeter) as tested in accordance with ASTM C1611.

C. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units, and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance
	Height	18" (457 mm)	±3/16"(5 mm)
28" (710 mm) Block	Length	46-1/8" (1172 mm)	±1/2" (13 mm)
	Width*	28" (710 mm)	±1/2" (13 mm)
	Height	18" (457 mm)	±3/16" (5 mm)
41" (1030 mm) Block	Length	46-1/8" (1172 mm)	±1/2" (13 mm)
	Width*	40-1/2" (1030 mm)	±1/2" (13 mm)
	Height	18" (457 mm)	±3/16" (5 mm)
60" (1520 mm) Block	Length	46-1/8" (1172 mm)	±1/2" (13 mm)
	Width*	60" (1520 mm)	±1/2" (13 mm)

* Excluding Variable Face Texture

D. Individual block units shall have a nominal height of 18 inches (457 millimeters).

E. With the exception of half-block units, corner units, and other special application units, the precast modular block units shall have two (2) circular dome shear knobs that are 10 inches (254 millimeters) maximum in diameter and 4 inches (102 millimeters) maximum in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. Peak interlock shear between any two (2) vertically stacked precast modular block units measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum normal load of 500 lb/ft (7kN/m), as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

F. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 foot 6 inch (4.42 meters).

G. The precast modular block units shall be manufactured with integrally cast shear knobs that establish a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal setback facing batter options listed below:

Horizontal Setback/Block Course	Max. Facing Batter
3/8"(10 mm)	1.2°
1-5/8"(41 mm)	5.2°
9-3/8"(238 mm)	27.5°
16-5/8"(422 mm)	42.7°

The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.

H. The precast modular block unit face texture shall be selected by the owner from the available range of textures available from the precast modular block manufacturer. Each textured block facing unit shall be a minimum of 5.75 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 20 square feet (1.87 square meters) of wall face.

I. The block color shall be selected by the owner from the available range of colors available from the precast modular block manufacturer.

J. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5 inches (38 millimeters) in its largest dimension and cracks not wider than 0.012 inch (0.3 millimeter) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75 inch (19 millimeter) in its largest dimension shall be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

K. Preapproved Manufacturers.

1. Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, 05481 US 31 South, Charlevoix, MI 49720 USA; telephone (866) 222-8400; website **redi-rock.com**.

M. Substitutions. Technical information demonstrating conformance with the requirements of this specification for an alternative precast modular block retaining wall system must be submitted for preapproval at least 14 calendar days prior to the bid date. Acceptable alternative PMB retaining wall systems, otherwise found to be in conformance with this specification, shall be approved in writing by the owner seven (7) days prior to the bid date. The Owner's Representative reserves the right to provide no response to submissions made out of the time requirements of this section or to submissions of block retaining wall systems that are determined to be unacceptable to the owner.

2.02 GEOTEXTILE

A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements Class 3 construction survivability in accordance with AASHTO M 288.

B. Preapproved Nonwoven Geotextile Products

1. Mirafi 140N
2. Propex Geotex 451
3. Skaps GT-142
4. Thrace-Linq 140EX
5. Carthage Mills FX-40HS
6. Stratatex ST 142

2.03 DRAINAGE AGGREGATE

A. Drainage aggregate shall consist of MDOT 6A crushed stone.

2.04 LEVELING PAD

A. The precast modular block units shall be placed on a leveling pad constructed from MDOT 6A crushed stone. The leveling pad shall be constructed to the dimensions and limits shown on the retaining wall design drawings prepared by the Retaining Wall Design Engineer.

2.05 DRAINAGE

A. Drainage Pipe

1. Drainage collection pipe shall be at least a 6-inch (102-millimeter) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412.
2. The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.

B. Preapproved Drainage Pipe Products

1. ADS 3000 Triple Wall pipe as manufactured by Advanced Drainage Systems.

PART 3 - EXECUTION

3.01 GENERAL

A. All work shall be performed in accordance with OSHA safety standards, state and local building codes, and manufacturer's requirements.

B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the retaining wall shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.

C. New utilities installed below the retaining wall shall be backfilled and compacted to a minimum of 95% maximum dry density per ASTM D1557 modified Proctor.

D. The General Contractor is responsible to ensure that safe excavations and embankments are maintained throughout the course of the project.

E. All work shall be inspected by the Inspection Engineer as directed by the Owner.

3.02 EXAMINATION

A. Prior to construction, the General Contractor, Grading Contractor, Retaining Wall Installation Contractor, and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety, and any site conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

A. Fill Soil.

1. The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.

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CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	REVISION/DESCRIPTION	DATE:
1	REVISED WALL LOCATION	6/7/23

This drawing is copyrighted and is the sole property of the owner it is produced solely for use by the owner and its affiliates. Reproduction or use of this drawing and/or the information contained in it is forbidden without the written permission of the owner.

PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Avenue
Lake Orion, MI

SHEET TITLE
Notes

SHEET NUMBER
5

B. Excavation.

1. The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
2. Over-excavated soil shall be replaced with engineered fill as directed by the project Geotechnical Engineer.
3. Embankment excavations shall be bench cut as directed by the project Geotechnical Engineer and inspected by the Inspection Engineer for compliance.

C. Foundation Preparation.

1. Prior to construction of the precast modular block retaining wall, the leveling pad area, and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil, and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Geotechnical Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the project Geotechnical Engineer and that all soil fill material is properly compacted according project specifications. The Inspection Engineer shall document the volume of undercut and replacement.
2. Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
   a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the Owner if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
   b. The Inspection Engineer shall verify that the foundation soil exhibits sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings.

D. Leveling Pad.

1. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units. The leveling pad shall be placed in the dimensions shown on the retaining wall construction drawings and extend to the limits indicated.
2. MDOT 6A Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6 inches (150 millimeter). The crushed stone shall be compacted by a minimum of three (3) passes of a vibratory compactor capable of exerting 2,000 lb (8.9 kN) of centrifugal force and to the satisfaction of the Inspection Engineer.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications, and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.

B. Drainage components. Pipe, geotextile, and drainage aggregate shall be installed as shown on the construction shop drawings.

C. Precast Modular Block Installation.

1. The first course of block units shall be placed with the front face edges tightly abutted together on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true, and are properly aligned according to the locations shown on the construction drawings.
2. Backfill shall be placed in front of the bottom course of blocks prior to placement of subsequent block courses. Nonwoven geotextile fabric shall be placed in the V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in the V-shaped joints between adjacent blocks to a minimum distance of 12 inches (305 millimeters) behind the block unit.
3. Drainage aggregate shall be placed in 9 inch (229 millimeter) maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb (8.9 kN) of centrifugal force.
4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below. The core fill is required for blocks both with and without the geogrid reinforcement (install geogrid before core fill).
5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above for the base course blocks in this application.
6. Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil as required on the retaining wall construction drawings.
7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). With the exception of 90 degree corner units; the shear channel of the upper block shall be fully engaged with the shear knobs of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Drainage aggregate, unit core fill, geotextile, and properly compacted backfill shall be complete and in-place for each course of block units before the next course of blocks is stacked.
8. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.

D. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:

1. Deviation from the design batter and horizontal alignment, when measured along a 10 foot (3 meter) straight wall section, shall not exceed 3/4 inch (19 millimeter).
2. Deviation from the overall design batter shall not exceed 1/2 inch (13 millimeter) per 10 foot (3 meter) of wall height.
3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2 inch (13 millimeter).
4. The base of the precast modular block wall excavation shall be within 2 inches (51 millimeter) of the staked elevations, unless otherwise approved by the Inspection Engineer.
5. Differential vertical settlement of the face shall not exceed 1 foot (305 millimeter) along any 200 feet (61 meters) of wall length.
6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2 inch (13 millimeter).
7. The wall face shall be placed within 2 inches (51 millimeters) of the horizontal location staked.

3.06 OBSTRUCTIONS IN THE INFILL ZONE

A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.

B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the effected portion of the wall shall not be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

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2 CONSULTING GROUP
1866 Woodslee Street
Troy, Michigan 48083
(248) 680-0400
fax (248) 680-9745

PROJECT NO: 213502

DATE: 9-6-2022

DRAWN BY: MLE

CHECKED BY: --

NO.:	DATE:
1	6/7/23

REVISION/DESCRIPTION: REVISED WALL LOCATION

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PROJECT NAME:
Park Ave Retaining Wall

LOCATION:
Park Avenue
Lake Orion, MI

SHEET TITLE
Notes

SHEET NUMBER
6

NOWAK AND FRAUS ENGINEERS

48680 Van Dyke, Shelby Township, MI 48317
(586) 739-0939

PROJECT: Park Avenue Retaining Wall - BASE BID AS-BID COST DATE: 8/6/2023
PROJECT NO: M718

PREPARED BY: WES

AS-BID BASE COST SUMMARY

Paving-Only Costs	$20,422.00
Contingency	$3,063.30
Total Paving-Only Costs	$23,485.30
Retaining Wall Remaining Costs	$61,200.00
Contingency	$9,180.00
Total Retaining Wall Construction Costs	$70,380.00
PROJECT TOTAL IMPROVEMENTS	**$93,865.30**

THE ABOVE IS AN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR THE SITE. NO GUARANTEE IS EXPRESSED OR IMPLIED CONCERNING THEIR ACCURACY OR COMPLETENESS. FINAL/ACTUAL CONSTRUCTION COSTS WILL VARY FROM THE NUMBERS PRESENTED HEREIN SINCE ACTUAL CONSTRUCTION COSTS WILL BE DETERMINED BY CONTRACTORS THROUGH A BIDDING PROCESS OR OTHER OWNER SELECTION PROCESS.

PARK AVENUE RETAINING WALL REPLACEMENT PROJECT
COST SHARING AGREEMENT IN LIEU OF SPECIAL ASSESSMENTS

This Cost Sharing Agreement ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the **VILLAGE OF LAKE ORION**, a Michigan municipal corporation, located at 21 East Church Street, Lake Orion, Michigan ("Village"), 48362-3212 and **RANDALL GILBERT and SUE DELGADO,** whose address is 359 Park Avenue, Lake Orion, MI 48362, and **BENJAMIN McKENZIE and LISA McKENZIE,** whose address is 365 Park Avenue, Lake Orion, MI, 48362, and **TIMOTHY McMAKEN and D. CLAIRE BEAUDET,** whose address is 354 Park Avenue, Lake Orion, MI 48362 ("Property Owners").

R E C I T A L S

1. Property Owners own property on Park Avenue in the Village of Lake Orion ("Premises").

2. The Village will be undergoing a retaining wall replacement project along Park Avenue, which includes the retaining wall replacement, Park Avenue roadway repair, and guardrail installation.

3. The Village and Property Owners have come to an agreement on a cost sharing arrangement for the retaining wall replacement project under the terms and conditions set forth herein, in lieu of a special assessment.

AGREEMENT

The parties agree as follows:

1. The total project involves the replacement of the retaining wall along Park Avenue. The project also includes paving costs to the road, guardrail installation, and retaining wall construction (see Attachment "A," As-Bid Base Cost Summary).

2. This Cost Sharing Agreement is specifically in lieu of any special assessments to the Property Owners as it relates to this retaining wall replacement project.

3. The Village shall pay One Hundred Percent (100%) of the cost of the retaining wall replacement, and shall pay One Hundred Percent (100%) of any cost of any change orders approved by the Village Council in excess of the contractual base bid amount.

4. The Property Owners shall pay One Hundred Percent (100%) of the costs associated with the roadway repair and guardrail installation. The Property Owners' cost shall be spread

equally between the three (3) Property Owners and payment by each Property Owner is due in full to the Village prior to the award of the contract on August 26, 2024.

5. The Village has engaged Nowak and Fraus Engineers, and they provided the lowest base bid tabulation (see Attachment "B). They have set forth what is entailed for the replacement of the retaining wall, including the cost which will be split in accordance with the parties' respective portions identified above.

6. The Village's Engineers, Nowak and Fraus, will complete its review of the retaining wall replacement project to ensure that it will be constructed in such a way that the Village and Property Owners will accept ownership of the retaining wall replacement at the completion of the Project. The cost of said design engineering will be paid by the Village.

7. As to all costs identified above, the Village shall make payment of all such costs. Upon completion of the Project and acceptance by the Village, the Village will reimburse Property Owners of any amounts not used from their portion for the purpose provided. If the Project is not completed and/or approved, the Village shall not have any payment or reimbursement obligations.

8. Upon completion of the Project and acceptance by the Village, the Village shall take over ownership and maintenance of the portion of the project located in the Village's right-of-way. Any warranties and/or performance guarantees of third parties working on the Project shall include the Village as a beneficiary with all rights thereunder transferred at acceptance.

9. In entering into this Agreement, all parties represent and warrant to the other that their signatories, have the authority and capacity to do so and to bind each parties' successors and assigns.

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52/3rd District Court or by arbitration. If all parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52/3 District Court.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

The parties have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE ORION:

Date: By:_____
Darwin D.P. McClary, Village Manager

Date: By:_____
Sonja Stout, Clerk

PROPERTY OWNERS:

Date: By:_____
Randall Gilbert

Date: By:_____
Sue Delgado
359 Park Avenue
Lake Orion, MI 48362

Date: By:_____
Benjamin McKenzie

Date: By:_____
Lisa McKenzie
365 Park Avenue
Lake Orion, MI 48362

Date: By:_____
Timothy McMaken

Date: By:_____
D. Claire Beaudet
354 Park Avenue
Lake Orion, MI 48362

ATTACHMENT A

NOWAK AND FRAUS ENGINEERS

ENGINEERS

48680 Van Dyke, Shelby Township, MI 48317

(586) 739-0939

PROJECT: Park Avenue Retaining Wall - BASE BID AS-BID COST DATE: 8/6/2023

PROJECT NO: M718

PREPARED BY: WES

AS-BID BASE COST SUMMARY

Paving-Only Costs	$20,422.00
Contingency	$3,063.30
Total Paving-Only Costs	$23,485.30
Retaining Wall Remaining Costs	$61,200.00
Contingency	$9,180.00
Total Retaining Wall Construction Costs	$70,380.00
PROJECT TOTAL IMPROVEMENTS	**$93,865.30**

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ATTACHMENT B

VILLAGE OF LAKE ORION PARK AVENUE RETAINING WALL REPLACEMENT BID DATE: 30-Jul-24 PROJECT # M718 BIDDERS ----->3 BIDDERS 19 ITEMS				JB CONTRACTORS, INC. 2933 MILITARY DETROIT, MI 48209 313-995-8301 jbcontracors@outlook.com			HIGHLAND SERVICES, LLC 10031 BERGIN RD. HOWELL, MI 48843 810-623-1068 carl.pictila@highlandservicesllc.com			DALCO SERVICES 59187 NORTH AVE. RAY, MI 48096 586-876-4326 zwilliams@dalcoservices.llc.com			(ENGINEER'S ESTIMATE) NOWAK & FRAUS ENGINEERS 48680 VAN DYKE (586) 739-0939		AVERAGE UNIT PRICE (BIDDER 1-3 ONLY)
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	AMOUNT	
1	MOBILIZATION (3% max)	1	LS	$2,200.00		$2,200.00	$2,310.00		$2,310.00	$2,550.00		$2,550.00	$3,000.00	$3,000.00	$2,353.33
2	PAVEMENT REMOVAL	55	SY	$36.00		$1,980.00	$58.77		$3,232.35	$32.00		$1,760.00	$32.50	$1,787.50	$42.26
3	REMOVE EX. WOOD RETAINING WALL	1	LS	$4,600.00		$4,600.00	$6,500.00		$6,500.00	$2,650.00		$2,650.00	$4,500.00	$4,500.00	$4,583.33
4	REMOVE GUARDRAIL	14	LF	$10.00		$140.00	$450.00		$6,300.00	$20.00		$280.00	$30.00	$420.00	$160.00
5	REMOVE, SALVAGE AND REPLACE BLOCK RETAINING WALL	1	LS	$4,225.00		$4,225.00	$4,500.00		$4,500.00	$1,750.00		$1,750.00	$2,570.00	$2,570.00	$3,491.67
6	2.0" MDOT 5EML HMA Wearing	55	SY	$92.00		$5,060.00	$72.00		$3,960.00	$120.00		$6,600.00	$72.00	$3,960.00	$94.67
7	2.0" MDOT 4EML HMA Leveling	55	SY	$92.00		$5,060.00	$72.00		$3,960.00	$120.00		$6,600.00	$72.00	$3,960.00	$94.67
8	6" 21AA AGGREGATE BASE	55	SY	$65.00		$3,575.00	$42.93		$2,361.15	$90.00		$4,950.00	$31.50	$1,732.50	$65.98
9	GRAVEL SHOULDER	4	CY	$50.00		$200.00	$150.00		$600.00	$150.00		$600.00	$48.00	$192.00	$116.67
10	TYPE A GUARDRAIL	39	LF	$113.00		$4,407.00	$113.00		$4,407.00	$88.00		$3,432.00	$100.00	$3,900.00	$104.67
11	NYLOPLAST DRAIN BASIN	1	EA	$3,000.00		$3,000.00	$2,500.00		$2,500.00	$3,250.00		$3,250.00	$2,100.00	$2,100.00	$2,916.67
12	4" HDPE SUBGRADE UNDERDRAIN	13	LF	$25.00		$325.00	$100.00		$1,300.00	$275.00	$275.00	$3,575.00	$20.00	$260.00	$133.33
13	POP-UP DRAINAGE EMITTER	1	EA	$200.00		$200.00	$150.00		$150.00	$250.00		$250.00	$45.00	$45.00	$200.00
14	BLOCK RETAINING WALL INC. 6A, GEOTEX. FABRIC & UNDERDRAIN	1	LS	$40,250.00		$40,250.00	$27,884.00		$27,884.00	$49,750.00		$49,750.00	$40,850.00	$40,850.00	$39,294.67
15	SOIL EROSION AND SEDIMENTATION	1	LS	$500.00		$500.00	$3,500.00		$3,500.00	$1,250.00		$1,250.00	$590.00	$590.00	$1,750.00
16	FINAL RESTORATION AND CLEANUP	1	LS	$1,000.00		$1,000.00	$3,500.00		$3,500.00	$2,450.00		$2,450.00	$3,160.00	$3,160.00	$2,316.67
	TOTAL BASE BID ----->					$76,722.00		$76,960.84	$76,964.50		$88,397.00	$89,247.00		$69,867.00	
	BID ALTERNATE														
1	COLD MILL HMA SURFACE (2")	52	SY	$138.00		$7,176.00	$52.80		$2,745.60	$90.00		$4,680.00	$85.00	$4,420.00	
2	2.0" MDOT 5EML HMA Wearing	52	SY	$92.00		$4,784.00	$79.20		$4,118.40	$120.00		$6,240.00	$85.00	$4,420.00	
3	SUBGRADE UNDERCUT	2	Cy	$50.00		$100.00	$100.00		$200.00	$150.00		$300.00	$100.00	$200.00	
	TOTAL ALTERNATE ----->					$12,060.00			$7,064.00			$11,220.00		$9,040.00	
	TOTAL ----->					$88,782.00		$84,024.84	$84,028.50		$99,617.00	$100,467.00		$78,907.00	
BID SECURITY (5% MINIMUM) ADDENDA ACKNOWLEDGED COMPLETION TIME (DAYS) REMARKS				x x Redi-Wall LLC; Tan Ledgestone			x x Used old bid form - did not specify block Math error			x x Redi-Wall LLC Tan Ledgestone Math error - did not calculate underdrain					

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

VILLAGE OF LAKE ORION

PARK AVENUE RETAINING WALL REPLACEMENT

BIDS DUE:
July 30, 2024
Time: 2:00 p.m.
Village Clerk's Office
21 E. Church St.
Lake Orion, MI 48362

ENGINEER

NOWAK & FRAUS ENGINEERS
48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317
(248) 332-7931

NFE Job No. M718

CONTRACT DOCUMENTS
PARK AVENUE RETAINING WALL REPLACEMENT

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Appendix

Soils Investigation – G2

VILLAGE OF LAKE ORION
ADVERTISEMENT FOR BIDS

Notice to Contractors

Sealed proposals will be received at the office of the Village Clerk, 21 E. Church St., Lake Orion, Michigan 48362, until **2:00 p.m., local time, Tuesday, July 30, 2024**, at which time the bids will be publicly opened and read by the Clerk and the amounts of the bids noted for the:

PARK AVENUE RETAINING WALL REPLACEMENT

The Village of Lake Orion is seeking bids for replacing a retaining wall at the north end of Park Avenue. Work includes removal of an existing retaining wall, guardrail and pavement, and replacement with a gravity block retaining wall, new asphalt pavement and guardrail. An alternate cold mill and resurface of pavement extending southerly from the removal pavement will be considered for this project.

The estimated quantities involved in this work consist principally of the following:

Description	Unit
1) Removal of existing timber retaining wall	1 LS
2) Construction of Block Retaining Wall	1 LS
3) 2" MDOT 4EML, Base	55 SY
4) 2" MDOT 5EML, Wearing	55 SY
5) Aggregate Base, 6", 21AA	55 SY
ALTERNATE	
6) Cold Mill 2" Asphalt	52 SY
7) 2" MDOT 5EML, Wearing	52 SY

A certified check or a satisfactory surety bid bond for a sum not less than five (5) percent of the amount of the proposal will be required with each proposal as a guarantee of good faith and same to be subject to the conditions stipulated in the Instructions to Bidders.

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for Village of Lake Orion residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids.

The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the Village.

BY THE ORDER OF:
DARWIN McCLARY, VILLAGE MANAGER
VILLAGE OF LAKE ORION

WESLEY SANCHEZ, DPW DIRECTOR
VILLAGE OF LAKE ORION

INSTRUCTIONS TO BIDDERS

1. PROPOSALS TO BE RECEIVED

Sealed Bids or proposals for the:

PARK AVENUE RETAINING WALL REPLACEMENT

will be received at the office of the Village Clerk of the Village of Lake Orion, Michigan until **2:00 p.m., local time, on Tuesday July 30, 2024,** and immediately thereafter will be publicly opened and read.

Each BID must be submitted in a sealed envelope, addressed to the Village Clerk of the Village of Lake Orion. Each sealed envelope containing a BID must be plainly marked on the outside as:

"PARK AVENUE RETAINING WALL REPLACEMENT PROJECT"

and the envelope should bear on the outside the name of the BIDDER, his address, his license number (if applicable) and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Village Clerk, Village of Lake Orion, 21 E. Church St., Lake Orion, MI 48362.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement or up to the time extended by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Village of Lake Orion, herein after also referred to as the Village, and the BIDDER.

2. LOCATION OF THE WORK

The location of the work is at the northern end of Park Avenue, Southeast ¼ of Section 3, Village of Lake Orion.

3. INSPECTION OF THE SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect his work.

4. CONFORMITY TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Plans, Specifications, and any Addendum for the work now on file in the office of the Village Manager. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

5. BASIS ON WHICH PROPOSALS ARE SOLICITED

A. PROPOSAL SOLICITATION

Proposals may be solicited on the basis of unit prices, lump sum, or a combination of both. The proposal will clearly state which basis is used.

The lump sum price, when applied to the project, or the unit prices, when applied to the several demolition or salvage items, are to make up the total price for the entire work, exclusive of those things which are to be done or furnished by the Village, finished and complete in every particular, according to the Plans and Specifications appertaining to such work, which have been approved by the Village Council and are now on file in the office of the village Manager.

Where Proposals are solicited on the basis of unit prices for certain construction units, which are clearly set forth in the Form of Proposal, the Bidder shall state a unit price for each and every item listed in the Proposal and such prices shall be extended and totaled. If during the review of the Proposals, the Village finds any errors in any extension or total, the Village will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern. Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

The unit price for each of the several items in the Proposal shall be such that the whole of the unit prices will represent a balanced bid. Any Proposal, in which the unit prices bid for any of the several items are deemed by the Village to be manifestly unbalanced, will be subject to instant rejection.

B. STATEMENT OF QUANTITIES

The quantities indicated in the proposal show the Engineer's estimate of the construction quantities involved in the job, and bids will be computed, tested, and compared by the quantities given in the proposal. Although estimated carefully and with as much accuracy as is practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the Contract, but rather as information furnished to bidders concerning the approximate extent of the several items and as a basis for comparing bids.

The Village may increase or decrease the original contract price without renegotiation of the Unit Prices.

C. MATERIALS TO BE FURNISHED BY THE VILLAGE

The Village will furnish to the Contractor, delivered at the site: **NONE** . The Contractor will receive and be responsible for all these materials from the time of their delivery to him until the time when they are received back by the Village as part of the completed and accepted structure.

D. EXTRA WORK

All extra work that may be required of the Contractor will be estimated and paid for under provisions of the General Conditions, contained within this document, which govern such work.

E. ALTERNATES

When the Proposal so provides, a price shall be stated for each listed alternate. Unsolicited alternates are not to be submitted and, if so, will not be considered in the award of the Contract and may cause the entire bid to be rejected.

Selection of whether to award the Contract on the basis of the Base Bid or utilizing one or more of the Alternates will be made on the basis of value engineering and the Village's need to keep project costs within the project budget. The Village reserves full right to make this selection. After making such selection, the award shall be made on the basis of the lowest responsive bid utilizing the Alternates selected, and evaluated in accordance with the provisions of the Purchasing Ordinance of the Village, in accordance with Article 15 of the Instructions to Bidders.

F. LEGAL CONDITIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

G. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

H. UTILITIES

Unless otherwise provided in these Specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions, and services.

6. FORM OF PROPOSALS

All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the office of the Village of Lake Orion Department of Public Works.

All prices stated in the Proposal must be plainly expressed in figures only, and in the proper space or spaces provided. Prices shall be filled in, in ink or typewritten. Any corrections shall be initialed by the Bidder.

All information called for on the Proposal must be furnished to enable a fair comparison of the bids to be made.

The place of residence and phone number of each bidder, or the official address and phone number in the case of a firm or company, with County and State, must be given with the signature.

When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs or any other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

7. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

8. AGENCY

Anyone signing a proposal as agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

9. BID DEPOSIT

When the Advertisement states that security is required with the Proposal to ensure the acceptance and execution of the Contract and Bonds, no bid will be considered complete unless so guaranteed.

Each proposal must be accompanied by a certified check of guaranty or a bid bond in an amount not less than five percent (5%) of the total price, drawn upon a solvent bank to the order of the Village of Lake Orion, or if a bond, executed by a surety company acceptable to

the Village, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

A single certified check or guaranty (bidder's) bond may serve to cover two or more alternative proposals when such alternative proposals are submitted by the same bidder.

10. STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intention of the Village to award the Contract for this job to a Contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal may call for a statement of bidder's experience and ability in this particular class of work, and for references concerning his/her business standing and capacity. Contractor shall list the names, addresses and phone numbers of references. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If Contract is awarded to a foreign company, a certificate of authority to do business in this State must accompany the executed Contract.

The low BIDDER shall supply the names, addresses and phone numbers of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the VILLAGE.

11. PAYMENTS

Partial payments will be made to the Contractor during the satisfactory progress of the work, calculated at the rate of ninety percent (90%) of the dollar amount of the work completed, until fifty percent (50%) of the established contract amount is in place. After fifty percent (50%) of the work is in place, additional retainage shall not be withheld unless the Contractor's progress is unsatisfactory, all in accordance with Article 13 of the General Conditions hereof and Act 524 of 1980.

12. TIME OF COMPLETION

This work to be done under the proposed Contract is to begin on or before the date stipulated in the Notice to Proceed and must be completed within **90 calendar days**, unless the date for completion is extended by the Contract Documents. Time shall be considered to be of the essence of this Contract.

13. RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Village reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous to the Village to do so. In particular, any alteration, erasure, or interlineation in the Form of Contract in the Specifications which are attached hereto and made a part, specifically, of these Instructions, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the Village of Lake Orion. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein. Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the Village of Lake Orion.

14. AWARD OF CONTRACT

The Contract will be awarded to the qualified Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder's qualification and responsiveness shall be determined by the Village of Lake Orion. The Bidder to whom the award is made will be notified at the earliest possible date. The Village reserves the right to reject all bids and not award the Contract, at its sole discretion.

15. OBLIGATION TO EXECUTE CONTRACT

The Bidder whose proposal is accepted will be required to execute the Contract, in the form attached hereto, and to furnish sureties as hereafter specified, within ten days (Sundays and legal holidays excepted), after receiving notice of acceptance of bid and preparation Contract forms is completed, and in case of the successful bidder's refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award, and their certified check or guaranty (bidder's) bond may be declared to be forfeited to the Village as liquidated damages and not a penalty, and the Contract may be awarded to another.

16. BONDS

The successful bidder will be required to execute surety bonds, with sureties acceptable to the Village. One such bond shall be a Performance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 25 and 26 of the specifications. Another such bond shall be a Labor and Material Bond in the amount of 100 percent of the Contract Price on the form attached as pages 27 and 28 of the specifications. The Contractor shall also provide a Maintenance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 29 and 30 of the specifications.

17. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the VILLAGE OF LAKE ORION, it's elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the VILLAGE OF LAKE ORION, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the VILLAGE OF LAKE ORION, it's elected and appointed officials, employees, consultants, volunteers or others working on behalf of the VILLAGE OF LAKE ORION, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The successful bidder shall purchase and maintain in a company or companies licensed to do business in the State of Michigan, such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts are associated with the project by any of them, may be liable.

a. Workers Compensation Insurance: The contractor shall procure and maintain during the life of the contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with the limits of liability not less than **$2,000,000**, per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; and (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions. if applicable.

c. Motor Vehicle Liability: The contractor shall procure and maintain during the life of the contract, Motor Vehicles Liability Insurance, including Michigan No-Fault coverage, with limits of not less than **$2,000,000**, per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles and all hired vehicles.

d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insured".** *"THE VILLAGE OF LAKE ORION, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS" AND NOWAK & FRAUS ENGINEERS, the project consultant.* (This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.)

e. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: *"IT IS UNDERSTOOD AND AGREED THAT* ***THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION AND/OR MATERIAL CHANGE SHALL BE SENT TO: VILLAGE OF LAKE ORION, DEPARTMENT OF PUBLIC WORKS, 21 EAST CHURCH STREET., LAKE ORION, MICHIGAN, 48362".***

f. Owner's and Contractor's Protective Liability: The contractor shall procure and maintain during the life of this contract, a separate Owner's and Contractor's Protective Liability insurance coverage of not less than **$2,000,000**, per occurrence and/or aggregate, combined single limit, Personal Liability, Bodily Injury, and Property Damage. The Village of Lake Orion shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

The successful bidder shall not commence work until he has obtained the insurance required under this section, nor shall the successful bidder permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates of Insurance, along with copies of original policies where applicable, acceptable to the Village, shall be filed with the Village of Lake Orion, Department of Public Works, ten (10) days prior to commencement of the contract.

18. NON-DISCRIMINATION PROVISION

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), the bidder and any subcontractors agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or due to a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. The Bidder must include this provision in any subcontracts associated with the project work.

CONTRACTOR: _____

BID PROPOSAL

Date: _____

To the Honorable Village Manager
Village of Lake Orion, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the **PARK AVENUE RETAINING WALL REPLACEMENT Project** in full accordance with and conformity to the specifications for this work now on file in the office of the Village Department of Public Works at and for the following named prices, to wit:

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
	DEMOLITION				
1	MOBILIZATION (3% max)	1	LS	$	$
2	PAVEMENT REMOVAL	55	SY	$	$
3	REMOVE EX. WOOD RETAINING WALL	1	LS	$	$
4	REMOVE GUARDRAIL	14	LF	$	$
5	REMOVE, SALVAGE AND REPLACE BLOCK RETAINING WALL	1	LS	$	$
6	2.0" MDOT 5EML HMA Wearing	55	SY	$	$
7	2.0" MDOT 4EML HMA Leveling	55	SY	$	$
8	6" 21AA AGGREGATE BASE	55	SY	$	$
9	GRAVEL SHOULDER	4	CY	$	$
10	TYPE A GUARDRAIL	39	LF	$	$
11	NYLOPLAST DRAIN BASIN	1	EA	$	$
12	4" HDPE SUBGRADE UNDERDRAIN WITH FILTER SOCK	13	LF	$	$
13	POP-UP DRAINAGE EMITTER	1	EA	$	$
14	BLOCK RETAINING WALL INC. 6A, GEOTEX. FABRIC & UNDERDRAIN	1	LS	$	$

15	SOIL EROSION AND SEDIMENTATION CONTROL	1	LS	$	$
16	FINAL RESTORATION AND CLEANUP	1	LS	$	$
	TOTAL BASE BID AMOUNT				$

Bid Alternate: Cold Mill and Resurface

Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
	BID ALTERNATE				
1	COLD MILL HMA SURFACE (2")	52	SY	$	$
2	2.0" MDOT 5EML HMA Wearing	52	SY	$	$
3	SUBGRADE UNDERCUT	2	Cy	$	$
	TOTAL BID ALTERNATE				$

TOTAL BASE BID: **$** _____

TOTAL BASE BID WITH BID ALTERNATE: **$** _____

The Village of Lake Orion reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the Village, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addendum(s):
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Village of Lake Orion its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said Village of Lake Orion, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said Village and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said Village; and to furnish to the said Village of Lake Orion a Maintenance Bond.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of:

Dollars ($) as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said Village of Lake Orion may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said Village as liquidated damages and not as a penalty; but, otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of such contract and the acceptance of Bonds.

Dated and signed at _____, MI on _____
(City) (Date)

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

Telephone#: _____ Email: _____

Federal Tax I.D. Number (_____)

Unique Entity ID (_____)

CERTIFICATIONS

IF A CORPORATION

I, _____ , certify that I am the _____ of the corporation named as Contractor herein; that _____,who signed this Agreement on behalf of the Contractor, was then _____of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ _____

Corporate Seal Signature

IF A PARTNERSHIP

I, _____ , certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

_____

_____

_____

_____

Signature

IF A SOLE PROPRIETORSHIP

I, _____ , certify that I am the sole owner and proprietor.

_____

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____

_____as Principal,

and _____ as Surety, are hereby

held and firmly bound unto the Village of Lake Orion, Michigan, as OWNER in the penal sum

of:

_____Dollars ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to the Village of Lake Orion, Michigan, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

PARK AVENUE RETAINING WALL REPLACEMENT

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

_____ (L.S.)
Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 540 as amended) and be authorized to transact business in the State of Michigan.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION. & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
    a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
    b. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
    c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to.five years, or both.

_____

Name/Title of Authorized Representative

_____

Signature of Authorized Representative

Name of Participant Agency or Firm _____

Date: _____

UEI Number _____

☐ I am unable to certify to the above statement. Attached is my explanation.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the Village of Lake Orion, Oakland County, Michigan, party of the first part, hereafter called the Village, and _____, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

_____

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the Village.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same within **90 calendar days**, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

_____ **($XX,XXX.00)**

unless the contract price is duly changed by the contract documents.

5. The VILLAGE shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

A. AGREEMENT

B. BID BOND

C. PERFORMANCE BOND

D. LABOR AND MATERIAL BOND

E. MAINTENANCE BOND

F. CHANGE ORDER (Pursuant to General Conditions, Section 9)

G. ADDENDA:

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

H. ADVERTISEMENT

I. INSTRUCTIONS TO BIDDERS

J. BIDDER'S PROPOSAL (Incl. final Compliance Plan as accepted by OWNER)

K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

M. PLANS (As listed in Schedule of Drawings)

N. NOTICE OF AWARD

O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original, on the date first above written.

CONTRACTOR:

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By:_____

2) _____ Its:_____

VILLAGE OF LAKE ORION

WITNESSES:

1) _____

2) _____

VILLAGE MANAGER

By:_____
Darwin D P McClary Date

WITNESSES:

1) _____

2) _____

CLERK

By:_____
Sonja Stout Date
Clerk / Treasurer

CERTIFICATIONS

IF A CORPORATION

I, _____ , certify that I am the _____ of the corporation named as Contractor herein; that _____,who signed this Agreement on behalf of the Contractor, was then _____of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.*

_____ _____
Corporate Seal Signature

***** Attach copy of corporate resolution verifying authorization of individuals named above.

IF A PARTNERSHIP

I, _____ , certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

_____

_____

_____

_____

Signature

IF A SOLE PROPRIETORSHIP

I, _____ , certify that I am the sole owner and proprietor.

_____

Signature

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and

_____

_____, as surety, are held and firmly bound unto

the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

_____

_____

good and lawful money of the United States of America, to be paid to said Village of Lake Orion, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, and each and every one of them, jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to-wit:

TO COMMENCE AND COMPLETE the:

PARK AVENUE RETAINING WALL REPLACEMENT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if the above named principal or their legal representatives or successors, shall in all things well and truly keep and perform the covenants, conditions, and agreements in the manner and form and at the time agreed upon to be kept and performed as provided by said contract, and plans, drawings, and specifications, referred to in said contract, and as may be required by the changes, alterations, and modifications thereof, as provided in said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

executed by their respective authorized officers this _____ day of _____ A.D.

20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

LABOR AND MATERIAL BOND TO THE VILLAGE OF LAKE ORION, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and _____

_____

_____, as surety, are held and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

_____

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

PARK AVENUE RETAINING WALL REPLACEMENT

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20_____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20_____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE the: **PARK AVENUE RETAINING WALL REPLACEMENT**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporation, as the same may become due and payable, all indebtedness which may arise from said principal to a subcontractor or party performing labor or furnishing materials and supplies, or any subcontractor to any person, firm or corporation on account of any labor performed or materials and supplies furnished in connection with the

contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and _____

_____

_____, as surety, are held and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

_____

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

PARK AVENUE RETAINING WALL REPLACEMENT

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE construction of:

PARK AVENUE RETAINING WALL REPLACEMENT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the Village of Lake Orion that for a period of **TWO** year(s) from the date of payment of Final Estimate, to keep in good order and repair all the work, done under said contract, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the Village Engineer of the Village of Lake Orion by notice served in writing, either personally or by mail, on the principal at:

_____

_____or _____legal representative, or successors, or on the surety at:_____

_____WILL PROCEED at once to make such

repairs as directed by said Village Engineer; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Village of Lake Orion shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Village may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the Village Engineer is final and conclusive. If the said principal for a period of **TWO** year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall, whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Village of Lake Orion for any expense incurred by making such repairs, should the principal or their surety do so as hereinbefore specified, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

executed by their respective authorized officers this _____ day of _____ A.D.

20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

GENERAL CONDITIONS

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GENERAL CONDITIONS

Article 1 - DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed. (See 1.8)

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, Labor and Material, and Maintenance Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 VILLAGE/OWNER - The Village of Lake Orion, Michigan, or its properly authorized representatives; and whenever the term "Village Council", "Village Clerk", "Director of Finance", "Village Engineer", or "Engineer", is used, it shall be understood to mean the Council, Village Manager, Clerk, Director of Finance, or Engineer of the said Village.

1.8 LEFT BLANK INTENTIONALLY

1.9 CONTRACT DOCUMENTS - The Contract, including ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, BID BOND, AGREEMENT, LABOR & MATERIAL BOND, PERFORMANCE BOND, MAINTENANCE BOND, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, PLANS, SPECIFICATIONS, ADDENDA, and any other documents specifically set forth in the Agreement.

1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.11 CONTRACT TIME - The number of calendar days or the completion date stated in the CONTRACT DOCUMENTS for the completion of the WORK in the CONTRACT DOCUMENTS; or the number of calendar days from the date established in the NOTICE TO PROCEED to the DATE stated in the CONTRACT DOCUMENTS for the completion of all of the WORK of the TOTAL CONTRACT; or both.

1.12 CONTRACTOR - The person, firm or corporation with whom the VILLAGE has executed the Agreement, or its legal representatives.

1.13 ENGINEER - The Village Engineer and/or the person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the VILLAGE to the successful BIDDER.

1.16 NOTICE TO PROCEED - Written communication issued by the VILLAGE to the CONTRACTOR authorizing them to proceed with the WORK and establishing the date of commencement of the WORK in accordance with the CONTRACT DOCUMENTS.

1.17 OPEN TO TRAFFIC - That date as certified by the ENGINEER, when the WORK (PROJECT) or any section thereof is in a suitable condition for safe travel. The term "SUITABLE CONDITION FOR SAFE TRAVEL" shall be construed to mean that all work, INCLUDING the Leveling Course of Bituminous Material and all Concrete Work are complete. The PROJECT, or any portion thereof may be designated as "Accepted for Traffic" prior to completion of the whole project, and shall be opened to traffic as may be directed by the ENGINEER. In general, the term "OPEN TO TRAFFIC" shall be in accordance with Section 107.21 of the MDOT 2020 Standard Specifications for Construction.

1.18 **THIS SECTION IS LEFT INTENTIONALLY LEFT BLANK**.

1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the VILLAGE who is assigned to the PROJECT site or any part thereof.

1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the

WORK shall be fabricated or installed.

1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship (may include SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS).

1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WORK ORDER - A written order to the CONTRACTOR causing a change in WORK involving the authorization to undertake additional work at existing contract unit prices or at new contract unit prices for new items of work.

1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

Article 2 - PLANS AND SPECIFICATIONS

The location of the structures, roads, systems, utilities, appurtenances and improvements which are to be built, reconstructed, rehabilitated or made under this Contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawings, specifications and details in the Contract Document entitled:

PARK AVENUE RETAINING WALL REPLACEMENT

These drawings constitute the Plans according to which the work of this Contract is to be done. Additional drawings may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. All such additional drawings, made in elaboration or explanation of the original drawings, are to be considered as part and parcel of the Plans and shall be respected and followed as such by the Contractor.

The Plans are supplemented and explained by a set of technical specifications, which are appended hereto, and which describe and define the quality of materials and the character of workmanship which are to enter into the work of this Contract. These are the Specifications which are referred to in Article 1, and elsewhere in this Contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. Such additional specifications are to be considered as part and parcel of the specifications under this Contract, and shall be respected and followed as such by the Contractor.

Both Plans and Specifications are considered as essential parts of this Contract, and are intended to be cooperative. They shall be construed as supplementary each to the other, and any work called for in the Plans and not particularly mentioned in the Specifications, or described in the Specifications and not specially shown on the Plans, is to be regarded as included under this Contract the same as if fully set forth in the Specifications and exhibited on the Plans. Wherever figures or definite dimensions are given on the Plans or in the Specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in the Specifications or Plans, or if in any place the meaning of either or both shall be obscure or uncertain or in dispute, the Village Engineer shall decide as to the true intent and the Village Engineer's decision shall be final and binding. Any such inconsistencies, omissions, or conflict noted should be called to the attention of the Engineer, and a decision on the same obtained in advance.

Article 3 – PRE-CONSTRUCTION MEETING

A pre-construction meeting may be held prior to the beginning of any work. The Engineer will schedule the meeting as soon as possible after acceptable executed contract documents are received from the Contractor.

Notice of the meeting will be made to the Owner, the Contractor, and to the following entities, contingent upon their interest in the project:

a) Utility Companies

b) County Road Commission

c) Michigan Dept. of Transportation

d) Michigan Dept. of Labor - Safety Division

e) Other State, Local and County Agencies

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

The Contractor shall submit in writing at the pre-construction meeting the following information:

a) Schedule of Construction

b) Sources of Materials-Additions or Changes from Original Submission

c) List of Sub-Contractors-Additions or Changes from Original Submission

d) The Designated Safety Officer on the Job including all Phone Numbers

e) Superintendent for the Project including all Phone Numbers

f) Foreman in Charge on the Job Site including all Phone Numbers

g) Emergency Phone Numbers for Contractor

As noted above, the Contractor is required to submit an outline of the proposed order of work and to indicate the schedule for completion of the major categories of the work consistent with the period of time specified under Time of Completion.

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

The Contractor's schedule of construction shall indicate a critical path for completing the work consistent with the period of time specified under Time of Completion. The schedule shall indicate the numbers and types of crews that will be employed at various times on the project.

Article 4 – TESTING AND SAMPLING

a) Where called for in the specifications, samples of materials in the quantity named shall be submitted to Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and their certificate therefore submitted to the Engineer.

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

c) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by the Engineer and/or Owner at any and all times during the manufacture or construction, and at any and all places where such manufacture or construction is carried on. The Engineer and/or Owner shall have the right to reject defective material and workmanship or require its

correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and Contractor shall promptly segregate and remove the rejected material from the premises by the contractor who was responsible for the defects in the material. If Contractor fails to proceed at once with replacement of rejected material and correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may immediately terminate the contract.

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

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

f) Inspection of material and finished articles to be incorporated in the work at the site may be made at place of production, manufacture or shipment stated in the specifications; and such inspections and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Article 5 - SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from

responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that they have reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3.1 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Article 6 – ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

Contractor shall examine and check all drawings and specifications furnished by Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify the Engineer, in writing, of any and all errors, omissions or discrepancies they may discover by examining and checking of same. Contractor shall not be allowed to take advantage of any such error, omission or discrepancy, as full instructions will be furnished by the Engineer, and Contractor shall carry out such instructions as if originally specified. In no case shall Contractor proceed with the work in uncertainty, and any work done by Contractor after discovery of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

Article 7- MATERIALS AND WORKMANSHIP

It is mutually understood that all materials and workmanship furnished under this Contract shall be of the highest quality, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall bring only first class materials to the work, and they shall furnish suitable tools and equipment and shall employ competent labor to perform the work to be done. Any materials or labor or tools or equipment that shall not, in the judgment of the Engineer, be suitable or competent to produce the desired result, may be ordered from the work by the Engineer, and such materials or labor or tools or equipment shall be promptly substituted therefor by the Contractor as will meet with the approval of the Engineer. Wherever a brand or name is given, it is for the purpose of defining or establishing a type or quality of material only.

7.1 Defective Materials

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the Plans and Specifications, may be rejected by the Engineer; and such rejected materials

or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

7.2 Stored Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted directly by the Village or by other Contractors the Village employs or with street drainage, or with fire hydrants or with access thereto, and not to unreasonably inconvenience the public from access to or use of their property.

7.3 Property Rights in Surplus Materials

All excess materials excavated during the progress of the work and not required for backfilling, all timber except tree stumps cut from the right-of-way, and all other materials which have been encountered and handled during construction operations, and which constitute a disposable surplus at the end of the construction period, shall be the property of the Contractor, unless otherwise directed by the Village or its Engineer. Such materials shall be hauled and neatly piled, or hauled and dumped at the places designated by the Engineer, at no extra compensation.

7.4 Water Supply

Water for construction purposes may be taken from the Village water system from a hydrant approved by the Village and subject to the rules of the Oakland County Water Resources Commissioner's office.

Article 8 - SUPERINTENDENCE BY CONTRACTOR

8.1 Except where the Contractor is an individual and gives their personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Village and the Engineer, on the work at all times during working hours with full authority to act for the Contractor. Any orders by the Engineer given to and received by said superintendent shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of their work. The Contractor shall maintain a complete set of plans and specifications at the site.

8.2 The Contractor may set up and establish an office on or near the site. On certain large projects, the Engineer may direct the Contractor to set up an office.

8.3 The Contractor shall lay out their own work and they shall be responsible for all work executed by them under the Contract. They shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from their failure to do so.

8.4 Disorderly Employees

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

8.5 Relation to Other Contractors

The Contractor shall so conduct their operations as not to interfere with or injure the work of other Contractors or work personnel employed by the Village on adjoining or related work, and they shall promptly make good any injury or damage which may be done to such work by them or their employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on any one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being and which shall continue or whether the work on both contracts shall continue at the same time and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as they may adjudge to be necessary or expedient and in the best interests of the Village. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the Village. Any difference of opinion or conflict of interest which may arise between this Contractor and other Contractors or work personnel of the Village in regard to adjoining work shall be determined and adjusted by the Engineer.

8.6 Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by the Plans and Specifications or by the express provisions of this Contract; the Engineer may, however, make such reasonable requirements as may, in their judgement, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, the Contractor shall strictly conform.

8.7 Sunday, Holiday, Night Work and Hours of Operation

No Sunday or Holiday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done, and then only with the

written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily, no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of their intentions to carry on such emergency work and of the time and place of doing it.

Work hours of operation will be in accordance with Village ordinances.

Article 9 - ENGINEERING SUPERVISION

The work covered by this Contract will be executed under the engineering supervision of the Village Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the Plans and Specifications that may be necessary, to supply supplementary or additional plans or specifications as they may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work and the Contractor shall provide such labor and assistance as the said Engineer may require in setting the same. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this Contract, by assistants under their direction or otherwise, as they may deem to be advisable or expedient; but no inspection shall relieve the Contractor of their fundamental obligation to fully respect all the requirements of their Contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

The Engineer and their duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which the Engineer may have access to such parts of the work as may be required.

Article 10 - VILLAGE'S RIGHT TO COMPLETE; SUSPENSION OR TERMINATION

It is agreed that the Village has the right, when it shall become satisfied that the work provided for in this Contract will not be completed within the time limit, to furnish additional labor and material if necessary and render such other assistance as it may deem advisable, for the

completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings.

It is agreed that the Village Manager has the right to determine finally all questions as to proper performance of this Contract, or any part or portion thereof, and in case of improper, dilatory or imperfect performance thereof, to suspend the work at any time and to order the partial or entire reconstruction of the same, and if at any time the said Contractor shall abandon the work of this Contract or become habitually negligent of their obligations under it, or shall fail to prosecute the work with reasonable diligence, so that the time of final completion of the work shall be unnecessarily and intolerably delayed, or if they shall violate any of the provisions of the Contract, then and in such case the Village Manager may declare this Contract forfeited and may, at address given in the proposal, notify them to discontinue all work under this Contract, or any part thereof, and thereupon they shall discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the Village shall thereupon have the right to complete the work or any part thereof by Contract or otherwise, as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances, and equipment as may be found upon the work, and to charge the expense thereof to the Contractor. Power is hereby given the Village Manager to determine all such questions under this Contract, according to the true intent and meaning thereof.

All expenses charged under this provision shall be deducted and paid by the Village of Lake Orion out of any monies then due to the Contractor under this Contract, or any part thereof, and in such accounting the Village of Lake Orion shall not be held to obtain the lowest figures for the work of completing the contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor and in case such expenses shall exceed the said sums, the Contractor shall pay the amount of the excess to the Village of Lake Orion.

Article 11 - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract, or subcontract any part of the work embraced in it, except with the written consent of the Village Manager to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all provisions of this Contract exactly as if performed by the Contractor and their immediate employees and work personnel. No such letting of the work shall, in any way, diminish or weaken the responsibility of the Contractor for all parts of the work or lessen their obligation under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Village Manager.

Article 12 - EXTRA WORK AND MODIFICATION

It is agreed that the said Contractor shall do such incidental or extra work in connection with this Contract as the Village Manager may especially order in writing. If such extra work or any

part thereof be of such character that it may be definitely covered by construction items for which unit prices are named in the proposal of this Contract, then and in that case the Village will pay, and the Contractor will accept as full compensation for such extra work, or such part thereof, the amount computed by applying the unit prices to the quantities of extra work falling under the several items. Also, such extra work may be paid for at prices mutually agreed upon at the time by the Village and the Contractor. But if such extra work, or any part thereof, be of a kind which may not be definitely covered by the regular pay items of this contract, and if no price therefor has been mutually agreed upon in advance, or if the work is of such a nature that it cannot be estimated with fair exactness in advance, then the Village will pay, and the Contractor will accept as full compensation for such, an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen percent (15%) of such net cost for superintendence, power, the use of tools, and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (l5%), the Contractor will furnish to the Village Engineer, at the end of each day, suitable time slips showing the name of and the number of hours worked by each work person employed thereon, the nature of work performed by them, and their rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price paid or to be paid therefor.

The Village may, at its discretion, furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the Village.

And it is further agreed that no claim against the Village on account of extra work shall be valid unless such extra work has been previously ordered in writing by the Village Manager, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

When it becomes necessary in the prosecution of any work or improvement under contract to make minor alterations or modifications of such contract or the plans and specifications thereof, such alterations, changes or modifications shall be made only on the written order of the Village Manager.

No such order shall be made until the price to be paid for the work or material or both and the credits, if any, to be allowed by the Village under the altered and modified Contract shall have been agreed upon in writing and signed by the Contractor and by the Village Manager.

Article 13 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

If any inconsistency, omission, or conflict is discovered in either the plans or the specifications, or if in any place the meaning of either the plans or the specifications, or both, is obscure, or uncertain, or in dispute, the Engineer will decide as to the true intent.

In case the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, or due to changed or altered conditions, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before beginning work on which the Contractor intends to base a claim and shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to give such notification or to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except that consideration will be given to claims to the extent that they are substantiated by Village records. The determination of extra compensation made by the Village, where the Contractor has failed to give proper notice of their claim for extra compensation as provided herein or has failed to afford the Engineer proper facilities for keeping strict account of actual costs, shall be final and binding on the Contractor. The filing of such notice by the Contractor and the monitoring of cost by the Engineer for said notice of claim, shall not in any way be construed to establish the validity of the claim. When the extra work in question has been completed, the Contractor shall file the claim for extra compensation with the Engineer.

Such claims shall be filed with the Engineer in accordance with the MDOT 2020 Standard Specifications for Construction. A written decision will be given to the Contractor in a timely manner, regarding the approval, partial approval, or disapproval of the Contractor's claim for extra compensation. The Village will determine procedures for reviewing the Contractor's claim.

Article 14 - EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Village because of any emergency or public necessity, or by reason of extra work ordered by the Village Engineer, or by any act, neglect, delay, or default on the part of the Village, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall be, in such case, entitled to such extensions or advancement of the time period specified in the Agreement as the Village Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this Article.

In case the Contractor shall be delayed in the fulfillment of his obligations under this Contract, from any cause whatsoever, and in case the Village shall acquiesce in the Contractor's

prosecution and completion of the work, or any part of it, after the date at which it should have been finished, such acquiescence shall not operate as a waiver of any of the Village's rights under this Contract, nor shall it invalidate or in any way weaken the Contractor's bonds.

Article 15 - LIQUIDATED DAMAGES

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the Contract, and in the event that said Contractor shall fail in the due performance of the entire work to be performed under this Contract, by and at the time herein mentioned and referred to in the Agreement, or within some other certain date subsequent to this to which the time limit for completion of the work may have been advanced under provisions of Article 11, the said Contractor shall pay unto the Village as and for liquidated damages, and not as a penalty, the sum of **One Thousand Dollars ($ 1,000.00)** for each and every calendar day that the said Contractor shall be in default.

Said sum of **One Thousand Dollars ($ 1,000.00)** per day, in view of the difficulty of estimating such damages with exactness, is agreed upon as the damages which will be suffered by the Village by reason of such default. It is also understood and agreed by the parties to this Contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this Contract; which said sum the Village shall have the right to deduct from any monies in its possession, otherwise due, or to become due to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for. (See also any Special Provisions for Liquidated Damages.)

Said liquidated damages are in addition to any actual damages which the Village may recover under the provisions of the contract and are assessed in accordance with Section 108.10 of the MDOT 2020 Standard Specifications for Construction.

Article 16 - PAYMENTS TO THE CONTRACTOR

16.1 Contractor's Obligation Prior to Payment

It is agreed that before the Contractor shall demand partial or final estimates or payments, the Village may require them to furnish the Village satisfactory evidence that all persons that have supplied labor or materials for the work embraced under this Contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the Village may deem necessary to meet the lawful claims of the persons aforesaid be retained by the Village from any monies that may be due or become due to them under this Contract until such liabilities shall be fully discharged and evidence thereof be furnished to the Village. The Contractor agrees to make prompt settlement for all repair expenses made by the Village as a result of the Contractor's work. Consent of the Contractor's surety will be required prior to final payment.

16.2 Village's Obligation to Pay

It is agreed that, in consideration of the faithful and entire performance by the Contractor of their obligations under this Contract, the Village shall pay to them, at the times and in the manner stipulated, the total sum as determined by calculations from the unit prices in the proposal, but diminished by such amount as the Village may lawfully retain as liquidated damages under the provisions of Article 12 herein; and the Contractor shall accept the payment of such sum as full compensation for their work under this Contract.

16.3 Progress Estimates and Payments

Progress payments shall comply with Act No. 524 Public Acts of 1980. At about the first of each month, during which satisfactory progress has been made toward the final completion of the work, the Engineer will make up an estimate of the amount and value of the work which has been done under this Contract since the date of the last preceding estimate, and will report such estimate in writing to the Village Director of Finance. Such estimates shall not be required to be made by strict measurements, or with exactness, but may be made either wholly or in part by appraisement or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any progress estimate may be allowed for or corrected in any subsequent estimate.

Following the rendering of such estimate by the Engineer, and as soon as practicable thereafter, the Village will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of such work. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the Village determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the Village so determines, the Village may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

The Director of Finance may require the Contractor, before the payment of any estimate, to file an affidavit showing the unpaid bills for materials or supplies of any kind furnished for this work.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of this Contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of this Contract, and not merely supplementary to it.

Disputes under this provision may be submitted to the decision of an agent, at the option of the Village, pursuant to Section 4 of Act 524 of 1980. (MCLA 125.1564).

16.4 Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and their estimates, based upon such measurements, shall be final and conclusive evidence of the amount of work performed under this Contract.

16.5 Final Estimate and Payment

As soon as practicable after the satisfactory completion of all the work included under this Contract, the Engineer will make final inspection of all the work and will make up a final estimate of the amount due to the Contractor under the terms of this Contract. At this time the Contractor shall file with the Director of Finance an affidavit stating that all bills have been paid in full for all materials, supplies and labor of every kind that have been furnished for this work, or stating the balance due for such materials, supplies and labor (See sample on Page 52). The Contractor shall file with the Village Engineer the Contractor's Declaration found on Page 51, stating that all claims for extra payments have been satisfactorily settled and there will be no further claims. Consent of the Contractor's surety shall also be filed. The Engineer will then certify this estimate to the Village Director of Finance and the Contractor will be paid the amount of said estimate, less the amounts previously paid; excepting that the Village may, at its option, reserve such amount as it may deem necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this work until such obligation shall have been paid.

Article 17 - WARRANTY MAINTENANCE

If, at any time during a two-year period from the date of payment of the final estimate, the need of any repair or replacement becomes apparent, the Village will at once notify the Contractor in writing, either personally or by mail at the address given in the proposal; and if within one week after such notification the Contractor has not made the necessary repairs, the Village may proceed to do the required work and to charge the cost thereof against the Contractor, excepting that in the case of a repair necessary to be made at once to protect life and property, then and in that case the Village may take immediate steps to repair or barricade such defects without notice to the Contractor.

Following the performance of any such repair work by the Village, and as soon as practicable thereafter, an itemized statement of the cost of such work will be sent to the Contractor by the Village. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefor shall be charged to the Contractor.

Article 18 - MICHIGAN NON-DISCRIMINATION STATUTE

It is agreed that the Contractor and their subcontractors will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of

race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

Article 19 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all laws of the State of Michigan relating to the employment of labor on public work, and all the charter provisions and ordinances of the Village of Lake Orion regulating or in respect to public improvements.

Article 20 - PATENTS, PATENT RIGHTS, AND TRADEMARKS

The Contractor shall indemnify, protect, defend and save the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, harmless against all claims or actions brought against the Village by reason of any actual or alleged infringement upon patent, trademark or service mark right in any article, material, process, machine or appliance used by him in this work.

Article 21 - WORK WITHIN RAILROAD, PRIVATE, STATE OR COUNTY RIGHTS-OF-WAY

All construction work within railroad, private, State or County highway rights-of-way shall be performed by the Contractor in accordance with the requirements of the rights-of-way agreement and of the railroad or highway department having jurisdiction; including procedures of excavating, backfilling, removing and replacing pavement, maintaining and safeguarding traffic, inspection procedures of jacking pipes and encasing pipes under railroads and highways, etc. All required construction permits and surety bonds shall be furnished by the Contractor before commencing work. At the conclusion of the work, the Contractor shall furnish a written statement from the railroads and highway departments that work in rights-of-way under their jurisdiction has been completed to their satisfaction.

Article 22 - PROTECTION AND SAFETY

22.1 Protection Against Accident

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and watchmen, when necessary, as will effectively prevent any accident in consequence of their work, and they shall be liable for all accidents and damages occasioned in any way by their acts or neglect, or by the acts or neglect of their agents, employees, or workmen.

22.2 Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not

directly due to the acts or neglect of the Village, and shall turn the finished work over to the Village in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all these elements included as extra work under this Contract in exactly the same manner as the regular work is covered.

22.3 Responsibility for Adjoining Structures

The Contractor shall have full responsibility for the protection of all property, driveways, buildings, fences, and other structures, and their foundations, along (or near) the line of the work, and shall indemnify, defend and save harmless the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, against all damages or alleged damages to any such structure arising out of their work.

No driveway shall be entirely closed to travel, even temporarily, except with the written consent of the Engineer, previously obtained. Highways must be suitably posted during the period in which construction work is in progress in them, and the Contractor shall be responsible for this precaution. Suitable bridges must be built across trenches at highway crossings to facilitate travel, and this same requirement shall apply likewise to private roadways.

22.4 Responsibility for Water Courses

The Contractor shall maintain in continuous and effective service all drains and water courses touched during the progress of the work. If it should become necessary, temporarily, to divert or obstruct the flow of any such water course or drain, written consent must first be obtained from the Engineer, and the Contractor shall assume full responsibility for the consequences.

22.5 Responsibility for Utilities

Certain underground structures and utilities have been shown as an aid to the Contractor, but the Village does not guarantee their location or that other underground structures or utilities may not be encountered. It shall be the responsibility of the Contractor to make all arrangements with the owners of the respective utilities for the establishment of their location, prior to beginning the construction.

The Contractor shall assume full responsibility for the protection of all utilities, water, sewer, gas, telephone, or any other, either public or private, along or near the line of work, and will be held responsible for any damages to such utilities arising from their operations. If for the Contractor's convenience they desires that any portion of the utilities be moved to facilitate their operations, they shall make all necessary arrangements with the owner of the respective utilities, and pay all costs resulting from this work.

In cases where utilities, water, sewer, gas, telephone or any other, either public or private, are directly in the line of the structures being constructed, such as those being within the permissible limits of a sewer excavation or pavement excavation, and the Village deems it necessary that the said utility be moved, the said company or companies, agents or superintendents will be notified by the Village Engineer to remove the same within a specified time. The Contractor shall not interfere with said utility or any portion thereof until the expiration of the time specified in said notice. The Contractor will not be held responsible for any costs resulting from this work.

In all cases where there is a dispute between the Contractor and the owner of the respective utility as to necessity of moving or repairing same within Village-owned right of way, the Village Engineer shall make the final decision in the matter, which decision shall be binding on the respective parties, and order the respective parties to proceed accordingly.

22.6 Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery from injury by work personnel, teams, or other agencies connected with their work. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins if, in the judgment of the Engineer, such precautions are necessary.

22.7 Protection of Reference Points

The Contractor shall carefully preserve monuments, bench marks, reference points and stakes and, in case of willful or careless destruction, they shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

22.8 Removal of Water

The Contractor shall provide all necessary pumps, pipes, drains, ditches, dikes, and other means for adequately protecting the work from damage by water, and he shall so protect it during the entire construction period. No direct payment will be made to the Contractor for removing or pumping water, or for any of the means employed in protecting the work against damage by water, but compensation therefor shall be considered as being included in the unit prices fixed in this Contract for the several structures.

Water pumped or delivered from trenches and excavations shall be disposed of in such manner as will not injure the public health, nor damage public or private property, nor injure any work complete or in progress.

22.9 Dust Control

The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by their operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of their responsibility.

Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited unless authorized by the Engineer.

No direct payment will be made for any such work performed or material used to control dust under this Contract.

22.10 Control of Noise

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

22.11 Erosion Control

The Contractor shall comply with the Soil Erosion and Sedimentation Control Act, Act 347 of 1972, as amended by Act 197, Public Acts of 1974 and local Village or County soil erosion control programs. Also, should the local agency determine that the construction operation is in violation of the act and cites the Village, the Contractor shall take immediate action, as directed by the Village, to insure compliance with the Act.

22.12 First Aid

The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.

22.13 Ventilation and Safety in Gas

Positive and approved means shall be provided by the Contractor for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, then ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no flame or other open light shall be used on the work.

The Contractor shall be required to enforce a "no smoking" ban on all work-personnel present.

22.14 Sanitary Regulations

The Contractor shall provide for their employees an abundant and convenient supply of drinking water, taken from the Village water system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any other water in the neighborhood known to be prejudicial to the health of the workers.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of sanitary conveniences, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and conditions of maintenance of these utilities must at all times be such as will meet the approval of the Engineer.

Article 23 - "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such manner as to exclude manufacturers' products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to an Owner's approval of material and equipment before they are incorporated in the work.

Article 24 - CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in neat condition all the premises which they have occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, and rubbish, and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the grounds, they shall replace or put in good repair all fences, telephone poles and lines, roadways, and other property that may have been damaged by them during the progress of the work. Damage to crops within the limits of the right-of-way or street will be paid by the Village, but the Contractor must assume responsibility for all damages outside of this right-of-way.

Article 25 – USE OF COMPLETED PORTIONS OF THE WORK

The Owner may, at any time during the progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding

the time for completion of the entire work or such portions may not have expired. In such event, the Contractor will be relieved of maintenance of said portion, except as covered by his guarantee of same. The use of any portion of the work by the Owner under the provisions of this section, shall not constitute final acceptance of the work and shall not be construed to be a final estimate for such work, the date of final estimate shall be the date of final estimate for the entire project covered under this Contract.

Article 26 – CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of 3 months, through no act or fault of the Contractor or of anyone employed by them, or if the Owner should fail to pay to the Contractor within sixty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the Contractor may, upon seven days' written notice to the Owner and the Engineer, stop work or terminate this contract, and shall receive from the Owner payment in full for all the work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the contract.

Article 27 – NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the work by the Owner or their Engineer, or any of its agents, nor any order, measurements or certificate by the Engineer, nor any order by Owner for payment of money, nor any payment for the whole or any part of the work by Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waive for any portion of the contract or any power therein provided; nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

Article 28 – BONDS & INSURANCE

Bonds

Contractor shall furnish performance and payment bonds, 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 until two years after the date when final payment becomes due except as provided otherwise by Laws of regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the contract documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Additionally, the bonds shall be executed by sureties with an A.M. Best rating of "A" or better.

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

Permit bonds, as required by the Village, may be executed on documents other than AIA forms that are acceptable to the Village Board or the Village Engineer.

Insurance

The Contractor shall not commence work or continue work, nor shall he allow any subcontractor to commence or continue to work under this contract, until all insurance policies or certificates of insurance required under this paragraph have been submitted to the Owner and approved by the Owner. The insurance policies must be through and insurance carrier with a current rating no less than A by A.M. Best Company and must be an admitted carrier.

The Contractor, at his option shall, either, (1) require each of his subcontractors to procure and maintain during the life of his subcontract, Worker's Compensation Insurance, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Motor Vehicle Bodily Injury and Property Damage Insurance, Owner's and Contractor's Protective Public Liability and Property Damage Insurance of the types and in the amounts as specified for the Contractor, or (2) insure the activities of his Subcontractors in his own policies.

The Owner and Nowak & Fraus Engineers, shall be listed as co-insured.

(a) <u>Commercial Liability Insurance</u>

The Contractor shall procure and maintain during the life of this Contract, commercial liability insurance in the name of the Owner and Nowak & Fraus Engineers. The insurance shall be in the amount no less than the following:

Occurrence Form
Limits: $1,000,000 each occurrence (Bodily Injury and Property Damage)
$2,000,000 general aggregate
$1,000,000 personal & advertising injury
$1,000,000 products/completed operations aggregate
$ 500,000 fire damage to real property
$ 5,000 medical payments

Coverage shall not exclude contractual liability, explosion, collapse, or underground hazards.

(b) Commercial Automobile Liability Insurance

(1) The Contractor shall procure and shall maintain during the life of this Contract, Commercial Automobile Insurance in an amount not less than the following:

Commercial Automobile Liability
Limits: $1,000,000 combined single limit
Michigan No Fault as specified by law

Commercial automobile liability coverage must include coverage for all autos, owned, non-owned, and hired.

(c) Owner's and Contractor's Protective Liability Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Owner's and Contractor's Liability Insurance in an amount not less than the following:

Occurrence Form
Limits: $1,000,000 each occurrence
$2,000,000 general aggregate

(d) Umbrella Liability

Limits: $2,000,000 each occurrence
$2,000,000 general aggregate

Coverage should be umbrella form and not excess insurance. Maximum Self-Insured Retention Limit: $10,000.

(e) Pollution Insurance

Pollution insurance may be required for some projects based on the type of work being performed and at the discretion of the Village Board or the Village engineer.

Pollution Liability
Occurrence or Claims Made Forms are acceptable.
Limits: $1,000,000 each claim/occurrence
$2,000,000 general aggregate/per project
Coverage shall include clean-up costs, on and off the site, and liability to third parties. Licensed and unlicensed insurers must maintain an A.M. Best rating of A.

(f) Railroad Protective Liability Insurance

When the contract work includes construction crossing railroads, insurance in the name of the railroad shall protect against claims for damages because of bodily injury

or death and for property damage caused by the Contractor or his subcontractors. The form of the policy and the amount of the liability coverage shall be determined by the railroad involved, and the insurance provided shall be acceptable to the railroad. The policy shall be issued in the name of the railroad.

(g) Builders Risk/Installation – Material Coverage Insurance

Contractor shall maintain property insurance for 100% of the completed value of any structure or 100% of the materials being used in the installation. If the Village of Lake Orion maintains an interest in any building materials or installation materials, the Village shall be named as a Lenders Loss Payee.

(h) Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance as required by Michigan State law for all of his employees to be engaged in work on the project under this Contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work.

In case any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate Employer's Liability Insurance for the protection of the employees not so protected. Workers compensation including Employers Liability Statutory coverage must be in an amount not less than the following:

Employers Liability Limits: $500,000 each accident
$500,000 policy limit
$500,000 each employee

If work involves exposure to Federal Waterway, workers compensation coverage shall include coverage for Longshoreman's & Harbor Worker's Act and Maritime Liability.

(i) Certificates of Insurance

Contractor shall furnish to the Village and Engineer certificates of insurance evidencing the above coverages. Each policy and certificate shall grant a 30 day notice of intent to cancel or change any such insurance. The Cancellation Clause of the Certificate of Insurance shall strike the words "endeavor to", and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

Certificates of Insurance shall be furnished to the Village prior to commencement of any project, and the certificate shall verify that coverage is in effect until the Village approves

and accepts the work performed by Contractor. If the project continues beyond the expiration date of Contractors Insurance, a renewal certificate must be proving continuous coverage.

(j) Additional Named Insured

Insurance coverage shall include the Owner and Nowak & Fraus Engineers. as additionally insured.

(k) Indemnification Clause

The Contractor shall indemnify and save harmless the Owner and all Additional Named Insured for and from all claims, demands, payments, suits, actions, recoveries and judgments, of every name and description, brought or recovered against them or either or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons whomsoever by reason of any act or omission of said Contractor, his agents, servants or his contractors in the performance of said work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this contract and on account of liability or obligation imposed directly or indirectly upon the Owner, and all Additional Named Insured, by reasons of any law of the State of Michigan or the United States, now existing or which shall hereafter be enacted imposing any liability of obligation, or providing for compensation o any person or persons on account of, or arising from the death of, or injuries to, employees. Said Contractor shall pay settle, compromise and procure the discharge of any and all claims and all such losses, damages, expenses, liabilities and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the Owner, and all Additional Named Insured, for or upon any such claim. In case said Contractor shall fail, neglect or refuse to comply with any of the provisions of this paragraph, the Owner may, in order to protect himself and all Additional Named Insured from liability, defend any such claims, demand suits or actions and pay, settle, compromise and procure the discharge thereof, in which case the said Contractor shall repay the Owner any and all such loss, damage and expense, including attorneys' fee paid, suffered or incurred by the Owner and all Additional Named Insured, in so doing.

So much of the monies due, or to become due to said Contractor under this agreement as shall be deemed necessary by the Owner shall or may be retained by the Owner until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the Owner, or the Owner may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a responsible insurance company which meets the approval of the Owner, covering liability to the public for loss resulting from injury to persons or damage to property arising out of, or caused by, his operations, acts or omissions, or those of his Subcontractors, agents or employees in procuring work for the Owner. Such insurance coverage shall be in such amounts as are provided in the public liability and property damage section herein, provided,

however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or, in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the Owner, and each Additionally Named Insured, as their interests may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the Owner and each Additional Named Insured shall be given in writing prior to the cancellation of, or change in, any such insurance."

Article 29 - PROGRESS SCHEDULE

The CONTRACTOR shall submit a Progress Schedule to the Village for review and approval prior to the pre-construction meeting.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period of_____

to _____ A.D., 20 ____ , performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Village of Lake Orion or his agents, in addition to the regular items set forth in the contract named or numbered **PARK AVENUE RETAINING WALL REPLACEMENT** and dated _____ A.D., 20 _____ , for_____

_____

_____

_____

_____

executed between myself and the Village of Lake Orion, and in the Change Orders for work issued by the Village in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

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

Date:_____

By:_____

Title:_____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF)

The undersigned _____, hereby represents that on _____, he (it) was awarded a contract by the Village of Lake Orion, hereinafter called the Owner, to_____

_____

in accordance with the terms and conditions of Contract **PARK AVENUE RETAINING WALL REPLACEMENT** and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

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

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

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

Contractor:_____

By:_____

Title:_____

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

_____
Notary Public
My Commission expires: _____

NOTICES TO BIDDERS,
SPECIFICATIONS
AND
SPECIAL PROVISIONS

GENERAL
All work performed under this Contract shall be constructed in accordance with, and by means and methods outlined in the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except as otherwise modified herein.

The special provisions set-forth hereinafter are intended to supplement or take precedence over the MDOT General Conditions, General Specifications, or Open-Cut Specifications contained in the referenced MDOT Standards. Unless a Special Provision is provided hereafter, all work shall be performed, and all materials and equipment utilized on this Project shall meet the requirements of the current Standard Specifications for Construction.

All traffic control measures, such as plastic drums, type III barricades, and temporary signage shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

SCOPE OF THE PROJECT
The area of work is located at the north end of Park Avenue. Work is to be performed in the right of way of Park Avenue and on Parcels 09-03-432,001, 09-03-432-002 and 09-03-432-004.

The work to be performed under this contract consists of the removal of an existing retaining wall, guardrail and pavement, and replacement with a gravity block retaining wall, new asphalt pavement and guardrail. An alternate cold mill and resurface of pavement extending southerly from the removal pavement will be considered for this project. This also includes all other associated work required including any additional work, labor, material, and equipment required to complete the job according to the project plans and specifications.

PROJECT SCHEDULE AND OWNER'S INTENT
Contractor is responsible for allowing safe and adequate access routes for residents during all construction. This may require temporary walkways or paths to keep pedestrians safe and away from construction. Costs for any temporary walkways or paths are considered incidental and should be included with other project costs. Residents will park offsite during construction at an area designated by the Village.

UTILITY COORDINATION
The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.09 of the 2020 MDOT Standard Specifications for Construction.

The following public utilities may have facilities located within the right-of-way:

Electric - Distribution:
DTE Energy
1530 Trombly Street
Detroit, MI 48211
Contact: Laura Toporowski 630-336-2020

Telephone:
AT&T
54 N. Mill Street
Pontiac, MI 48342
Contact: Matt Silwa 248-877-0762

Gas:
Consumers Energy
4600 Coolidge Hwy

Cable Television:
Comcast Cable
25626 Telegraph Rd

Royal Oak, MI 48073
Contact: Ernie Martyniuk 248-433-5868

Southfield, MI 48033
Contact: Michael Marlow 248-809-2765

Water Main & Sanitary Sewer:

Village of Lake Orion DPW
21 E. Church St.
Lake Orion, MI 48362
Contact: Wes Sanchez 248-693-8391 Ext. 106

Oakland County W.R.C.
1 Public Works Dr
Waterford, MI 48328
Contact: Rick DeVisch 248-858-4939

Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

The Owners of Public Utilities will not be required by the Village to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operation.

The structure and utility information shown on the plans indicate approximate locations and type of facilities as disclosed by the various utility company records. No guarantee is given or implied to the completeness or accuracy thereof.

It shall be the Contractor's responsibility to locate and determine the exact depth of existing utilities and building services prior to construction. Said utility information shall be supplied to the Owner, Engineer, and/or utility companies involved.

There will be no compensation for delays in construction due to the failure of the Contractor to properly coordinate conflicts with utility companies.

Determining the existence and location of underground and overhead utilities and their protection shall be the responsibility of the Contractor. The Contractor shall call MISS DIG. No guarantee is made by the Owner or Engineer as to the completeness and/or accuracy of utility information shown on the plans. Information is from available records and is approximate only.

PROGRESS CLAUSE

Allowable work hours will be controlled by local ordinances and are from 7:00 AM to 7:00 PM. Work hours may only be extended with the prior approval of the Owner. No work shall be performed on Sundays and holidays, unless special permission is granted by the Owner.

The awarded Bidder for the work covered by this Proposal will be required to meet with the Engineer and Owner for a preconstruction conference. The scheduled date for this preconstruction conference will be set after the bid is awarded.

PUBLIC RELATIONS

Every effort shall be made by the Contractor to minimize inconvenience to the local residents and to provide for safe access to all areas. Cost for maintaining safe access shall be incidental to the project.

The Contractor shall insure that all workmen are courteous to the public and shall refrain from using any private property or water for any reason without the owner’s written permission.

EXISTING WATER MAINS AND SEWERS
The Contractor will be responsible for any damage caused by the Contractor to existing water mains, sanitary and storm sewers, and structure covers that are not called for removal, during the construction of all improvements on this Project.

TRAFFIC CONTROL
Traffic signs and control devices shall be in conformance to the Michigan Manual of Uniform Traffic Control Devices, current issue.

This item of work shall include any and all traffic control and warning devices provided and/or rented to complete the proposed work. No consideration shall be given to any attempt or request to include any other items of work other than traffic control and warning devices.

The Contractor shall furnish, erect, maintain and remove all traffic control devices, including lights, signs, plastic drums, lighted arrow boards (type B solar) and barricades required to protect the construction area and the public.

Maintaining traffic within the right-of- way(s) shall conform to all requirements of the Village of Lake Orion.

The cost of all work for warning signs and barricades shall be incidental to the project.

TREE REMOVAL & TREE PROTECTION
All trees shall be protected from damage during construction. Any tree or branch damaged by the Contractor during the progression of work shall be neatly trimmed and painted with an approved pruning dressing to prevent long-term damage. There will be no separate measurement and payment for all work required to protect trees and/or branches from damage, or to trim and dress those branches damaged during construction.

PAVEMENT REMOVAL
Description. This work shall be done in accordance with Section 204 of the 2020 MDOT Standard Specifications, except as herein provided.

Construction. This item of work will be used for removal and disposal of existing material within the proposed limits to allow for the construction of the retaining wall and the proposed pavement section to be constructed as noted on the plans or as directed by the engineer. Any damage to such structures not a part of the work shall be repaired and/or replaced at the Contractor's expense.

Measurement and Payment. Payment for this contract item includes saw cutting, and removal/disposal of all pavement and soil as described above and at the depth and locations noted on the plans or as directed by the Engineer. This item is also to include any tree root trimming necessary to install proposed pavement and base. Pay item shall include labor, materials and necessary equipment.

Pay Item	Pay Unit
Pavement Removal……	Square Yard

Acceptance. The subbase shall achieve a compacted density of at least 95% of the maximum unit weight at a moisture no greater than optimum for aggregate base under proposed pavement section. The contractor is responsible to perform this testing and demonstrate that the required density is achieved in a submittal.

MOBILIZATION
Description. The item "Mobilization" shall consist of the costs of preparatory work and operations for the Project as outlined in Section 150 of the MDOT 2020 Standard Specifications for Construction and any other incidental project-specific costs that are not covered in other pay items. Each Bidder shall enter, in the "Unit Price" column of the Proposal, his Lump Sum bid amount for this item, up to a maximum amount equal to three percent (3%) of the Total Base Bid.

Measurement and Payment. Payment for mobilization will be made as a lump sum amount. The bid amount for this item will be included in the first monthly payment to the Contractor.

Pay Item Pay Unit
Mobilization, Max 3%..... Lump Sum

FULL DEPTH SAWCUTTING
Where existing pavement is designated for removal the concrete or HMA shall be saw cut full depth prior to removal. If the pavement is found to have not been saw cut full depth, the contractor shall saw cut full depth a new joint beyond the limits of the previous saw cut joint and remove and replace the additional concrete at the contractor's expense. All saw cutting to be cut in a wet condition to eliminate airborne dust. Contractor shall wash down the pavement to remove the saw cut slurry in walkway and roads used by the public.

Payment for this item shall be included in Pavement Removal items.

SOIL EROSION AND SEDIMENTATION CONTROL
Description. Prior to beginning any work, the Contractor shall provide and maintain throughout the duration of the project, soil erosion and sedimentation control (SESC) measures as provided in these specifications and accompanying drawings, or in the absence of specific requirements he shall provide soil erosion and sedimentation control measures in accordance with Part 91 of Act 451 of the Public Acts of 1994, as amended, and the Oakland County Water Resources Soil Erosion Department.

Payment. Payment for these items shall be as described below. As is implied in the item description, this shall cover costs of labor, materials and equipment required to install, repair and maintain any SESC throughout the project duration as well as costs of applying for and submitting a permit.

Pay Item Pay Unit
Soil Erosion and Sediment Control..... Lump Sum

FINAL RESTORATION AND CLEANUP
Description. Site shall be restored to pre-construction conditions, where applicable and otherwise as designated on the plans. All disturbed areas shall be restored to a condition equal to, or better than that preceding construction.

Construction. Restoration for this Site will encompass restoration related to all components that were disturbed or moved to complete the project. This includes the following but is not limited to:

i. Pavement restoration as applicable
ii. Restore/Replace any components removed to perform pavement work such as boulders, landscaping components, parking/bumper blocks
iii. Temporary removal and/or protection of boulders and other landscaping features at the Site as shown on the drawings and subsequently restoring the landscape features to pre-construction conditions. This temporary removal is solely for the purpose of

performing removal and construction work on the HMA pavement. Contractor is responsible for staging the items at appropriate locations. Any landscaping features that were previously in good condition but are damaged during construction will be replaced at the contractor's expense.

iv. Removal of trash/debris generated during the work

v. Restoration of any necessary vegetation such as disturbed earthwork for installation of silt fence or other SESC measures. Restoration of disturbed earthwork shall include 3 inches of topsoil followed by hydroseeding.

vi. Other miscellaneous activities.

Payment. Payment for this item of work shall be paid at a lump sum price.

Pay Item	Pay Unit
Final Restoration and Cleanup	Lump Sum

PERMITS
The Contractor shall be responsible for securing all the necessary Permits for work to be performed under this Contract. All associated costs for such permits shall be considered to have been included in the unit bid prices for the affected Contract Items (Pay Items) of work.

STREET CLEANLINESS – DUST CONTROL
The Contractor shall clean and keep clean the street, the work area and public or private property occupied by him, from waste materials, refuse, mud, etc., resulting from his operations. Trucks hauling excavated materials, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their loads shall be trimmed. Should the Contractor be negligent of his duties in maintaining the proper street cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for all the costs.

Dust control shall be included as a part of Street Cleanliness and shall mandate the use of calcium chloride, water wagons or power vacuums, or combinations of these efforts. Such dust control shall apply directly to the work site and any other thoroughfare used by the Contractor's or his supplier's hauling operations. The Owner, or Engineer, may direct that affected streets shall be power vacuumed once a day with all costs for such vacuuming and other dust control measures hereinbefore described to be considered incidental and included in unit costs bid for the major items of work.

REMOVE EXISTING RETAINING WALL
Description. This item of work shall consist of all labor, materials and equipment necessary to remove the existing retaining wall according to the plans and soils investigation. The materials must be removed from the site and disposed of accordingly.

Payment. Payment for this item of work shall be paid at a lump sum price.

Pay Item	Pay Unit
Remove Existing Retaining Wall	Lump Sum

BLOCK RETAINING WALL
Description. This item of work shall consist of all labor, materials and equipment necessary to construct the proposed retaining wall according to the plans and soils investigation. All work shall include, but not be limited to the block retaining wall, 6A, Geotextile Fabric and Underdrain.

Payment. Payment for this item of work shall be paid at a lump sum price.

Pay Item	Pay Unit
Block Retaining Wall, Inclusive	Lump Sum

COLD MILL HMA SURFACE

Description. This item includes all labor, materials, and equipment necessary to cold mill the asphalt pavement to the depth (s) specified on the plans or directed by the Engineer and up to 1 inch into underlying concrete pavement. Sweeping of the milled surface, dust control, ramping of driveways, butt joints and disposal of the milling material shall be considered as included in the work. All utility castings that are to be adjusted or removed and replaced shall be location marked and temporarily lowered and plating prior to milling.

Cold milling HMA surface shall be measured in place by area in square yards (SY). The area determination shall be based upon the average length and width dimensions of the milled area as measured in the field by the Engineer.

Payment. Payment for these items shall be as described below.

Pay Item	Pay Unit
Cold Mill HMA Surface	Square Yard

REMOVE, SALVAGE AND REPLACE EXISTING BLOCK WALL

Description. This item includes all labor, materials, and equipment necessary to temporarily remove the existing block retaining wall on 365 Park Ave. (approximately 50 SFF) for the purpose of the removal of the existing wood retaining wall and construction of the block retaining wall. This work shall also include the removal and replacement of the existing deck railing.

Payment. Payment for this item of work shall be paid at a lump sum price.

Pay Item	Pay Unit
Remove, salvage and replace Existing Block Wall	Lump Sum

DR STRUCTURE, 48 INCH DIA, MODIFIED

Description. This item of work shall consist of placing 48-inch drainage structures over existing sewer as indicated on the Engineering Plans.

Materials. All materials used for this work shall be in accordance with Section 403 of the 2020 MDOT Standard Specifications for Construction and as described herein.

Construction. This item of work shall be performed in accordance with Section 403 of the 2020 MDOT Standard Specifications for Construction. Where called for on the plans or directed by the Engineer, a proposed drainage structure shall be constructed over or around an existing storm sewer. Drainage structures shall have a 2-foot sump as shown on the Engineering Plans. Shop drawings for all precast structures must be submitted to the Engineer for approval. This pay item includes excavating down to, around and below the existing storm sewer, placing a pre-cast concrete base under the existing storm sewer, constructing drainage structure to diameter called for on the plans using precast concrete sections, placing brick/block and mortar to close off gaps between the structure and pipes, saw cut and remove existing storm sewer inside the drainage structure and maintaining flow in the existing storm sewer at all times.

New drainage structures shall be furnished with Ecorse preferred structure covers. New castings shall be included under this pay item.

Measurement and Payment. The completed work, as described, will be measured and paid for per each using the following pay item:

Pay Item	Pay Unit
Dr Structure, 48 inch dia, Modified	Each

CONSULTING GROUP

Report of Geotechnical Investigation

Park Ave Retaining Wall
Park Avenue
Lake Orion, Michigan

Prepared for:

Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, Michigan 48342

G2 Project No. 213502
January 12, 2024

CONSULTING GROUP

January 12, 2024

Mr. Chad Findley, PE, PS
Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, Michigan 48342

Re: Report of Geotechnical Investigation
Park Ave Retaining Wall
Park Avenue
Lake Orion, Michigan
G2 Project No. 213502

Dear Mr. Findley:

We have completed the geotechnical investigation for the proposed retaining wall replacement to be performed at the end of Park Avenue in Lake Orion, Michigan. This report presents the results of our observations and analyses, our recommendations for earthwork operations and construction considerations, and possible design alternatives for the proposed retaining wall.

We appreciate the opportunity to be of service to you and look forward to discussing the recommendations presented. In the meantime, if you have any questions regarding our report or any other matter pertaining to the project, please contact us.

Sincerely,

G2 Consulting Group, LLC

Michael L. Evans, P.E.
Project Engineer

Zachery R. Lilly, E.I.T.
Staff Engineer

MLE/ZRL/mle

EXECUTIVE SUMMARY

We understand the project will include replacing an existing timber lagging retaining wall at the end of Park Avenue in Lake Orion, Michigan. We understand that multiple replacement options are being considered. We also understand that consideration is being given to only replacing a portion of the existing timber wall.

We drilled a total of six (6) hand-auger borings around the existing retaining wall. Approximately 5 to 16 inches of topsoil are present at the ground surface of the hand-auger borings. Very loose to compact gravelly sand, silty sand, and clayey sand fill underlie the topsoil in soil borings HA-1 through HA-3 and HA-5. The granular fill extends to an approximate depth of 5-1/2 feet below the ground surface in boring HA-5 and to the explored depths ranging from 2-3/4 feet to 9 feet in borings HA-1 through HA-3. Native very loose to medium compact sand, silty sand, and sandy silt underlie the topsoil and granular fill soils in borings HA-4 through HA-6 and extend to the explored depths ranging from 5-1/2 to 9-1/2 feet below the ground surface. Groundwater was observed in borings HA-2, HA-4, and HA-5 at depths ranging from 2-1/2 to 9 feet below the existing ground surface both during and upon completion of the drilling operations. No groundwater was encountered within hand-auger borings HA-1, HA-3, or HA-6 either during or upon completion of the drilling operations.

The existing retaining wall consists of timber beams with timber deadmen. The wall appears to have reached the end of its design life. The wall is showing signs of rot and has a moderate bow between the deadmen indicating a potential internal stability issue. The existing wall has retained heights ranging from approximately 1 to 6 feet. Ground surface elevations at the top of the wall range between approximately 996 and 997 feet. The ground surface elevations in front of the wall range between approximately 991 and 996 feet. The grade in front of the retaining wall slopes downward toward Lake Orion. A second retaining wall, with an approximate retained height of 2 to 3 feet, is present in front of the eastern portion of the wall to be replaced.

We understand that the new retaining wall will generally follow the same alignment as the existing wall. The ground surface elevation at the top of the new wall will range from 993.5 feet to 996.5 feet. The ground surface elevation in front of the wall will range from 989 feet to 996.5 feet. New bituminous pavement, along with a guard rail, will be constructed at the top of the new wall. We understand that the existing lower timber lagging wall will remain in-place.

The proposed structure could consist of a gravity segmental retaining wall (SRW) composed of prefabricated inter-locking concrete blocks. We recommend the front face of the new wall be set a minimum of 6 feet from the back of the existing lower wall to mitigate the tiered retaining wall effect. Our analysis indicates that a SRW would consist of one (1) 60-inch wide blocks, one (1) 41-inch wide blocks, and three (3) 28-inch wide blocks.

Alternatively, the replacement retaining wall could consist of a traditional reinforced concrete retaining wall or a reinforced segmental retaining wall. However, both a concrete retaining wall and a reinforced SRW retaining wall would require a much larger excavation in order to construct. In addition, both of these wall options would require that the entire wall be replaced. This is due to interference between the geogrid and the existing deadman and the difficulty associated with abutting the concrete retaining wall next to the existing timber retaining wall. For these reasons, we do not recommend a reinforced concrete retaining wall or a reinforced segmental retaining wall be constructed to replace the existing timber lagging retaining wall.

Do not consider this summary separate from the entire text of this report, with all the conclusions and qualifications mentioned herein. Details of our analysis and recommendations are discussed in the following sections and in the Appendix of this report.

PROJECT DESCRIPTION

We understand the project will include replacing an existing retaining wall at the end of Park Avenue in Lake Orion, Michigan. The existing retaining wall consists of timber lagging with deadman anchors. The retained height of the wall ranges from approximately 1 to 6 feet. The grade in front of the retaining wall slopes downward toward Lake Orion. A second retaining wall is present in front of the eastern portion of the wall. Based on the distance between the two retaining walls, they appear to be acting as a tiered system of retaining walls. We understand that the lower wall will is not part of the proposed project. The upper retaining wall is showing signs of rot and appears to have exceeded its design life. We understand that multiple replacement options are being considered. We also understand that consideration is being given to only replacing a portion of the existing timber wall.

SCOPE OF SERVICES

The field operations, laboratory testing, and engineering report preparation were performed under the direction and supervision of a licensed professional engineer. Our services were performed according to generally accepted standards and procedures in the practice of geotechnical engineering. Our scope of services for this project is as follows:

1. We drilled a total of six (6) hand-auger borings. Three (3) hand-auger borings were performed at the top of the existing retaining wall. The borings were evenly spaced and extended to depths ranging from 2-3/4 to 9 feet below the ground surface. The remaining borings were performed in front of the existing retaining wall and extended to depths ranging from 5-1/2 to 9-1/2 feet below the ground surface.

2. We performed laboratory testing on representative samples obtained from the soil borings. Laboratory testing included visual engineering classification.

3. We prepared this engineering report. Our report includes our observations and analyses of the existing conditions at select locations along the proposed retaining wall and possible retaining wall design alternatives.

FIELD OPERATIONS

Nowak & Fraus Engineers, in conjunction with G2 Consulting Group, LLC (G2), selected the number, depth and location of the hand-auger borings. A G2 representative determined the boring locations in the field by measuring from existing site features and landmarks using conventional taping methods. The approximate boring locations are shown on the Boring Location Plan, Plate No. 1. Ground surface elevations at the boring locations were approximated from the Topographic Survey provided by Nowak & Fraus.

Hand-auger soil borings were performed using a 3-inch diameter solid-stem hand auger. Soil samples were obtained at 2-1/2-foot intervals or at soil transitions. Dynamic Cone Penetrometer (DCP) tests were performed within the granular soils in order to evaluate the consistency of the in-situ soil. DCP testing involves driving a 1-1/2-inch diameter cone with a 45˚ vertex angle into the ground using a 15-pound weight dropped 20 inches after the cone is seated into the bottom of the hand-auger borehole. The DCP is driven for 1-3/4 inches. The blow counts are presented on the individual hand-auger borings. The reported blow count is assumed to be equivalent to the Standard Penetration Test N-value.

The soil samples were placed in sealed containers in the field and brought to our laboratory for testing and classification. During hand-auger operations, a G2 representative maintained logs of encountered subsurface conditions, including changes in stratigraphy and observed groundwater levels of the soil borings to be used in conjunction with our analysis of the subsurface conditions. The final logs are based on the field logs supplemented by laboratory soil classification and test results. After completion of drilling operations, the boreholes were backfilled with excavated material.

LABORATORY TESTING

We subjected representative soil samples to laboratory testing to determine soil parameters pertinent to retaining wall design and site preparation. An experienced geotechnical engineer classified the soil samples in general accordance with the G2 General Notes Terminology.

The results of the laboratory testing are shown on the individual hand auger boring logs at the depths the samples were taken. We will hold the soil samples from our current investigation for a period of 60 days following the issuance of this report after which they will be discarded. If you would like to have the soil samples, please let us know.

SITE CONDITIONS

The existing retaining wall to be replaced is located at the end of Park Avenue in Lake Orion, Michigan. The existing wall has retained heights ranging from approximately 1 to 6 feet. Ground surface elevations at the top of the wall range between approximately 996 and 997 feet. The ground surface elevations in front of the wall range between approximately 991 and 996 feet. The grade in front of the retaining wall slopes downward toward Lake Orion. A second retaining wall, with an approximate retained height of 2 to 3 feet, is present in front of the eastern portion of the wall to be replaced.

The existing retaining wall consists of timber beams with timber deadmen. The wall appears to have reached the end of its design life. The wall is showing signs of rot and has a moderate bow between the deadmen indicating a potential internal stability issue.

At the Approximate Center of the Retaining Wall - Looking West

SUBSURFACE CONDITIONS

Approximately 5 to 16 inches of topsoil are present at the ground surface of the hand-auger borings. Gravelly sand, silty sand, and clayey sand fill underlie the topsoil in soil borings HA-1 through HA-3 and HA-5. The granular fill extends to an approximate depth of 5-1/2 feet below the ground surface in boring HA-5 and to the explored depths ranging from 2-3/4 feet to 9 feet in borings HA-1 through HA-3. Native sand, silty sand, and sandy silt underlie the topsoil and granular fill soils in borings HA-4 through HA-6 and extend to the explored depths ranging from 5-1/2 to 9-1/2 feet below the ground surface.

The granular fill soils are very loose to compact in relative density with DCP N-values ranging from 3 to 45 blows per 1-3/4 inches of penetration. The native granular soils are very loose to medium compact in relative density with DCP N-values ranging from 3 to 23 blows per 1-3/4 inches of penetration.

Groundwater was observed in borings HA-2, HA-4, and HA-5 at depths ranging from 2-1/2 to 9 feet below the existing ground surface both during and upon completion of the drilling operations. No groundwater was encountered within hand-auger borings HA-1, HA-3, or HA-6 either during or upon completion of the drilling operations.

The stratification depths shown on the hand-auger boring logs represent the soil conditions at the boring locations. Variations may occur between borings. Additionally, the stratigraphic lines represent the approximate boundaries between soil types. The transition may be more gradual than what is shown. We have prepared the boring logs based on the laboratory classification and testing, as well as field logs of the soils encountered.

The Boring Location Plan, Plate No. 1, and Hand-Auger Boring Logs, Figure Nos. 1 through 6, are presented in the Appendix. The soil profiles described below are generalized descriptions of the conditions encountered at the boring locations. General Notes Terminology defining the nomenclature used on the boring logs and elsewhere in this report are presented on Figure No. 7.

Fluctuations in groundwater levels should be anticipated due to seasonal variations and following periods of prolonged precipitation. It should be noted that groundwater observations made during drilling operations in predominantly cohesive soils are not necessarily indicative of the static groundwater level. This is due to the low permeability of such soils and the tendency of drilling operations to seal off the natural paths of groundwater flow.

RETAINING WALL RECOMMENDATIONS

We understand that the new retaining wall will generally follow the same alignment as the existing wall. The ground surface elevation at the top of the new wall will range from 993.5 feet to 996.5 feet. The ground surface elevation in front of the wall will range from 989 feet to 996.5 feet. New bituminous pavement, along with a guard rail, will be constructed at the top of the new wall. We understand that the existing lower timber lagging wall will remain in-place. We also understand that consideration is being given to only replacing a portion of the existing timber lagging wall.

The proposed structure could consist of a gravity segmental retaining wall (SRW) composed of prefabricated inter-locking concrete blocks. We recommend the front face of the new wall be set a minimum of 6 feet from the back of the existing lower wall to mitigate the tiered retaining wall effect. As such, the SRW alignment would be slightly south of the existing alignment, and the retained heights would range between approximately 1 and 7 feet. We analyzed the retaining wall assuming that the proposed pavement and traffic surcharge load will be placed at the backside of the blocks.

Our analysis indicates that a SRW would consist of one (1) 60-inch wide blocks, one (1) 41-inch wide blocks, and three (3) 28-inch wide blocks. The blocks should be a minimum of 18 inches high and have a minimum unit weight of 120 pounds per cubic foot. The blocks should be supported on a leveling pad a minimum of 12 inches thick by 6-1/2 feet wide consisting of MDOT 21AA dense graded aggregate or

MDOT 6A coarse aggregate.

Based on the observed subsurface conditions, the bearing soils will consist of native sand and silty sand. A net allowable soil bearing pressure of 2,000 pounds per square foot can be used to design foundations bearing within these native soils. Prior to constructing the leveling pad, the exposed subgrade should be visually evaluated by a qualified engineering technician. Any unstable or unsuitable areas should be densified or removed and replaced with engineered fill. We recommend the use of fill soil meeting the requirements of MDOT Class II or III granular soil. Engineered fill should be free of organic matter, frozen soil, clods, or other harmful material.

At boring location HA-2, groundwater was encountered at a depth of 2-1/2 feet below the ground surface. This water appears to be perched within the fill soils behind the existing retaining wall. The contractor should anticipate encountering perched groundwater during excavation operations. The contractor should be prepared to install a series of sumps, as necessary, in order to remove the ground water and prevent an unstable excavating.

Our analysis assumes that free-draining granular soils with less than 10 percent finer than the No. 200 sieve would be used as backfill within the influence of the retaining wall in order to maintain drained conditions behind the wall. A lateral equivalent fluid pressure of 35 pounds per cubic foot could be used for design of a retaining with backfill meeting this requirement. We assumed that the granular fill soils would be compacted to 95 percent of the maximum dry density as determined by the modified proctor test method (ASTM D1557) and that relatively small compaction equipment be used to compact the retaining wall backfill. Finally, we assumed that weep holes, or other drainage measures, would be constructed behind the wall to allow the backfill behind the wall to drain.

Excavations to construct a SRW should either be sloped back or temporarily shored to prevent instability. We recommend a maximum temporary slope of 1-1/2 horizontal units to 1 vertical unit (1-1/2H:1V) within the existing granular fill soils. Where seepage from excavation cuts is observed, the slopes will need to be flattened sufficiently to achieve stability, but in no case left steeper than 3H:1V at and below the seepage level. All excavations should be safely sheeted, shored, sloped or braced in accordance with MI-OSHA requirements. If material is stored or equipment is operated near an excavation, lower angle slopes or stronger shoring must be used to resist the surcharge loads. Care should be exercised when excavating near existing structures, utilities or roadways to avoid undermining. In no case should excavations extend below the level of adjacent foundations and utilities unless underpinning is planned.

As previously mentioned, we understand that only a portion of the existing retaining wall may be replaced. Excavating behind the existing wall will decrease the resistance provided by the existing deadman anchors and potentially cause instability during construction. Therefore, we recommend placing backfill in front of the wall to provide support and prevent any movement of the existing wall during construction. Also, the new retaining wall would need to abut the existing wall. We recommend an expansion joint and filter fabric be placed between the concrete blocks and the timber lagging boards. This will help prevent soil from migrating through the joint.

Alternatively, the replacement retaining wall could consist of a traditional reinforced concrete retaining wall or a reinforced segmental retaining wall. A traditional retaining wall would have a 3- to 5-foot-wide footing, extending 3-1/2 feet below the ground surface, supporting a 3 to 8 foot tall 9-inch-thick concrete wall. The reinforced segmental retaining wall would consist of 8-inch-tall prefabricated concrete blocks with geotextile reinforcement extending 6 to 10 feet behind the wall. Both a concrete retaining wall and a reinforced SRW retaining wall would require a much larger excavation in order to construct. In addition, both of these wall options would require that the entire wall be replaced. This is due to interference between the geogrid and the existing deadman and the difficulty associated with abutting the concrete retaining wall next to the existing timber retaining wall. For these reasons, we do not recommend a reinforced concrete retaining wall or a reinforced segmental retaining wall be constructed to replace the existing timber lagging retaining wall.

GENERAL COMMENTS

We have formulated the evaluations and recommendations presented in this report relative to the retaining wall design options on the basis of data provided to us relating to the project location, scope, and surface grade for the proposed site. Any significant change in this data should be brought to our attention for review and evaluation with respect to prevailing subsurface conditions. Furthermore, if changes occur in the design, location, or concept of the project, conclusions and recommendations contained in this report are not valid unless G2 Consulting Group, LLC reviews the changes. G2 Consulting Group, LLC will then confirm the recommendations presented herein or make changes in writing.

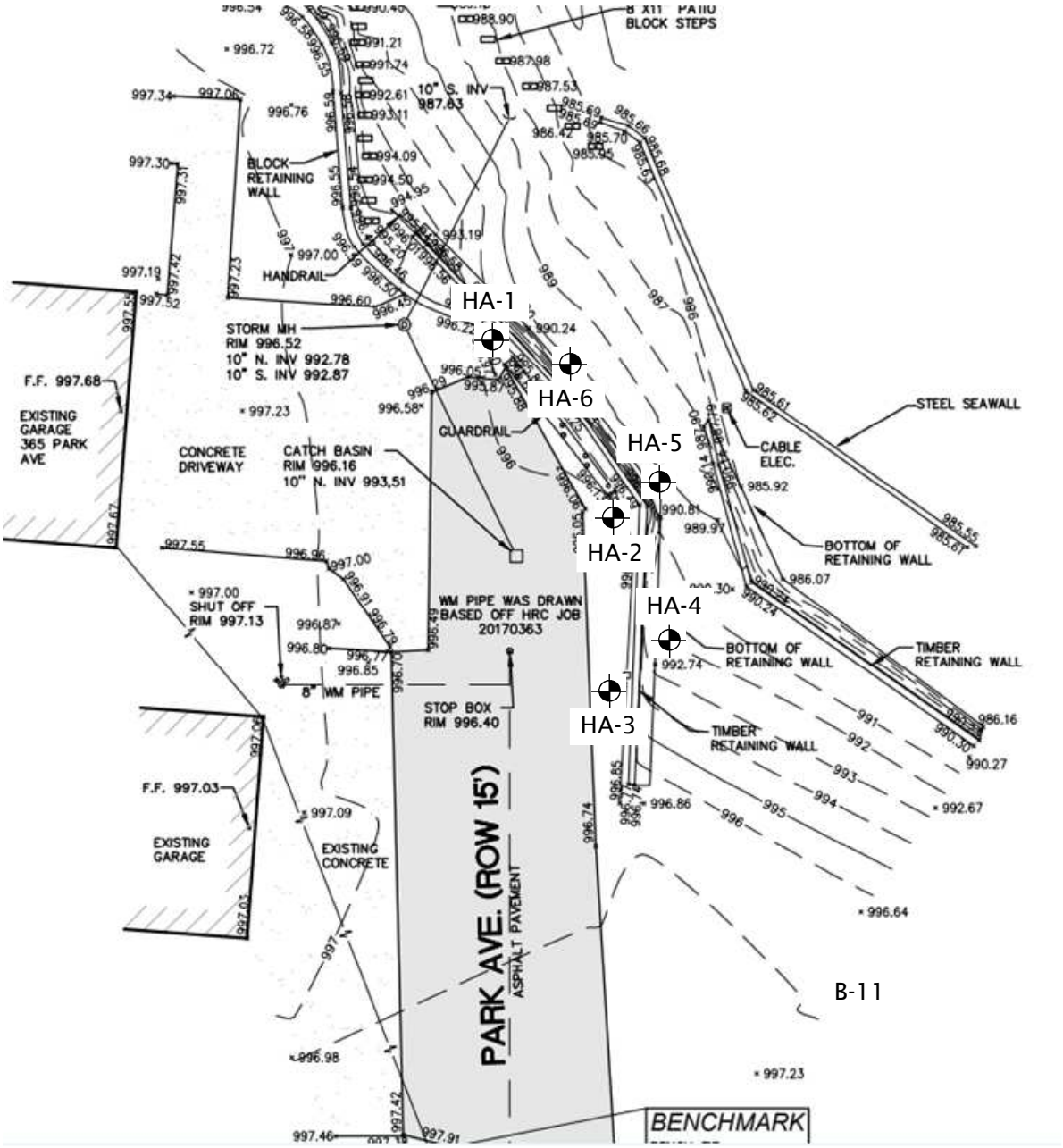
The scope of the present investigation was limited to evaluation of subsurface conditions for the proposed retaining wall. No chemical, environmental, or hydrogeological testing or analyses were included in the scope of this investigation.

We have based the analyses and recommendations submitted in this report upon the data from hand-auger borings performed at the approximate locations shown on the Soil Boring Location Plan, Plate Nos. 1. This report does not reflect variations that may occur between the actual boring locations and the actual retaining wall location. The nature and extent of any such variations may not become clear until the time of construction. If significant variations then become evident, it may be necessary for us to re-evaluate our report recommendations.

Soil conditions at the site could vary from those generalized on the basis of soil borings and hand-auger borings made at specific locations. It is, therefore, recommended that G2 be retained to provide soil engineering services during the site preparation and slope reconstruction phases of the proposed project. This is to observe compliance with the design concepts, specifications, and recommendations. Also, this allows design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction.

APPENDIX

Boring Location Plan	Plate No. 1
Hand-Auger Soil Boring Logs	Figure Nos. 1 through 6
General Notes Terminology	Figure No. 7



Legend

Hand Auger Soil Borings Performed by G2 Consulting Group, LLC

Boring Location Plan

Park Ave Retaining Wall
Park Avenue
Lake Orion, Michigan

G2 CONSULTING GROUP

Project No. 213502	
Drawn by: ZL	
Date: 4/30/22	Plate No. 1
Scale: NTS	

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 996.0 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Silty Sand (5 inches) 0.4						
		Fill: Compact Brown Gravelly Sand with trace silt; occasional cobbles		BS-1	45			
		2.8 End of Boring @ 2.8 ft, Auger Refusal						
991.0			5					
986.0			10					
981.0			15					

Total Depth: 2.8 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Water Level Observation:
Dry During and Upon Completion of Drilling Operations

Excavation Backfilling Procedure:
Auger Trimmings

Drilling Method:
3-Inch Diameter Hand-Auger

Figure

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE				SOIL SAMPLE DATA				
ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 996.5 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Silty Sand (5-1/2 Inches) 0.5						
		Fill: Medium Compact Gravelly Sand with trace silt; occasional cobbles		BS-1	13			
		3.0 End of Boring @ 3 ft, Auger Refusal						
991.5			5					
986.5			10					
981.5			15					

Total Depth: 3 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Water Level Observation:
2-1/2 Feet During Drilling Operations

Excavation Backfilling Procedure:
Auger Trimmings

Drilling Method:
3-Inch Diameter Hand-Auger

Figure

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 996.8 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Silty Sand with trace gravel (5 Inches) 0.4						
		Fill: Gray Gravelly Sand 0.9						
		Fill: Brown Gravelly Sand with trace silt and clay 1.5		BS-1	4			
		Fill: Very Loose Gravelly Sand with little clay						
991.8			5	BS-2	4			
		6.0						
		Fill: Loose Brown Silty Sand with trace gravel and clay		BS-3	5			
		9.0						
		End of Boring @ 9 ft						
986.8			10					
981.8			15					

Total Depth: 9 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Drilling Method:
3-Inch Diameter Hand-Auger

Water Level Observation:
Dry During and Upon Completion of Drilling Operations

Notes:
Borehole collapsed at 9 ft after auger removal

Excavation Backfilling Procedure:
Auger Trimmings

Figure

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE				SOIL SAMPLE DATA				
ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 991.0 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Silty Sand with trace gravel (11 Inches)						
		0.9						
		Very Loose Brown Silty Sand with trace gravel and clay		BS-1	4			
		3.0						
		Brown Sand with trace silt and gravel						
		4.0						
986.0			5	BS-2	23			
		Medium Compact Brown Silty Sand with trace gravel		BS-3	21			
		9.0						
		Brown Sandy Silt		BS-4				
		9.5						
981.0		End of Boring @ 9.5 ft	10					
976.0			15					

Total Depth: 9.5 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Drilling Method:
3-Inch Diameter Hand-Auger

Water Level Observation:
9 Feet During Drilling Operations; Wet Cave at 9 Feet Upon Completion

Excavation Backfilling Procedure:
Auger Trimmings

Figure

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE

SOIL SAMPLE DATA

ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 990.5 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Clayey Sand with trace silt (12 Inches)						
		1.0						
		Fill: Brown Clayey Sand with trace silt						
		2.0		BS-1	3			
		Fill: Very Loose to Loose Brown Silty Sand with trace clay						
985.5			5	BS-2	8			
		5.5						
		Light Brown Sand with trace silt and gravel						
		6.5						
		Loose Brown Silty Sand with trace gravel		BS-3	9			
		8.5						
		End of Boring @ 8.5 ft						
980.5			10					
975.5			15					

Total Depth: 8.5 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Drilling Method:
3-Inch Diameter Hand-Auger

Water Level Observation:
7 Feet During Drilling Operations; Wet Cave at 8-1/2 Feet Upon Completion

Notes:
Borehole collapsed at 8-1/2 ft after auger removal

Excavation Backfilling Procedure:
Auger Trimmings

Figure

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Project Name: Park Avenue Retaining Wall

Project Location: Park Avenue
Lake Orion, Michigan

G2 Project No. 213502

Latitude: N/A Longitude: N/A

Soil Boring

CONSULTING GROUP

SUBSURFACE PROFILE				SOIL SAMPLE DATA				
ELEV. (ft)	PRO-FILE	GROUND SURFACE ELEVATION: 993.0 ft ±	DEPTH (ft)	SAMPLE TYPE/NO.	DCP BLOWS/ 1.75-INCHES	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	UNCOF. COMP. ST. (PSF)
		Topsoil: Dark Brown Silty Sand (16 Inches)						
		1.3						
		Very Loose to Loose Brown Silty Sand with trace gravel; occasional roots		BS-1	3			
988.0			5	BS-2	7			
		5.5						
		End of Boring @ 5.5 ft, Auger Refusal						
983.0			10					
978.0			15					

Total Depth: 5.5 ft
Drilling Date: April 17, 2022
Inspector:
Contractor: G2 Consulting Group, LLC
Driller: Zachery Lilly, E.I.T.

Water Level Observation:
Dry During and Upon Completion of Drilling Operations

Excavation Backfilling Procedure:
Auger Trimmings

Drilling Method:
3-Inch Diameter Hand-Auger

PAVEMENT CORE DCP 213502.GPJ 20140820 G2 CONSULTING DATA TEMPLATE.GDT 12/19/23

Figure

GENERAL NOTES TERMINOLOGY

Unless otherwise noted, all terms herein refer to the Standard Definitions presented in ASTM 653.

PARTICLE SIZE

Boulders		- greater than 12 inches
Cobbles		- 3 inches to 12 inches
Gravel	- Coarse	- 3/4 inches to 3 inches
	- Fine	- No. 4 to 3/4 inches
Sand	- Coarse	- No. 10 to No. 4
	- Medium	- No. 40 to No. 10
	- Fine	- No. 200 to No. 40
Silt		- 0.005mm to 0.074mm
Clay		- Less than 0.005mm

CLASSIFICATION

The major soil constituent is the principal noun, i.e. clay, silt, sand, gravel. The second major soil constituent and other minor constituents are reported as follows:

Second Major Constituent (percent by weight)	Minor Constituent (percent by weight)
Trace - 1 to 12%	Trace - 1 to 12%
Adjective - 12 to 35%	Little - 12 to 23%
And - over 35%	Some - 23 to 33%

COHESIVE SOILS

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with the other major soil constituent as modifier, i.e. sandy clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils, i.e. silty clay, trace sand, little gravel.

Consistency	Unconfined Compressive Strength (psf)	Approximate Range of (N)
Very Soft	Below 500	0 - 2
Soft	500 - 1,000	3 - 4
Medium	1,000 - 2,000	5 - 8
Stiff	2,000 - 4,000	9 - 15
Very Stiff	4,000 - 8,000	16 - 30
Hard	8,000 - 16,000	31 - 50
Very Hard	Over 16,000	Over 50

Consistency of cohesive soils is based upon an evaluation of the observed resistance to deformation under load and not upon the Standard Penetration Resistance (N).

COHESIONLESS SOILS

Density Classification	Relative Density %	Approximate Range of (N)
Very Loose	0 - 15	0 - 4
Loose	16 - 35	5 - 10
Medium Compact	36 - 65	11 - 30
Compact	66 - 85	31 - 50
Very Compact	86 - 100	Over 50

Relative Density of cohesionless soils is based upon the evaluation of the Standard Penetration Resistance (N), modified as required for depth effects, sampling effects, etc.

SAMPLE DESIGNATIONS

AS - Auger Sample – Cuttings directly from auger flight
BS - Bottle or Bag Samples
S - Split Spoon Sample - ASTM D 1586
LS - Liner Sample with liner insert 3 inches in length
ST - Shelby Tube sample - 3 inch diameter unless otherwise noted
PS - Piston Sample - 3 inch diameter unless otherwise noted
RC - Rock Core - NX core unless otherwise noted

STANDARD PENETRATION TEST (ASTM D 1586) - A 2.0 inch outside-diameter, 1-3/8 inch inside-diameter split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Placemaking and Public Spaces Program Agreement for Local Fiscal Recovery Fund Distribution - DDA

BACKGROUND BRIEF:

The Lake Orion Downtown Development Authority (DDA) is requesting that the Village Council approve the Placemaking and Public Spaces Program Agreement between Oakland County and the Village of Lake Orion and Lake Orion DDA.

The summary and intent of the Program Agreement is set forth in the supporting materials presented by the DDA, where the Program Agreement is attached.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

As may be included in the charged fee for general administration of DDA approved and submitted expenses against the Program Agreement.

RECOMMENDED MOTION:

To adopt the resolution approving the Placemaking and Public Spaces Program Agreement between Oakland County, Village of Lake Orion and Lake Orion Downtown Development Authority to provide funding in the amount of $595,823 to develop public spaces in conjunction with the Lumber Yard at Paint Creek development project and authorizing the Village Manager to execute the Program Agreement on behalf of the Village; with the DDA to be responsible for the administration and reporting of all activities of the program and to be responsible for any local costs relating to participation in the program.

VILLAGE OF LAKE ORION

COUNTY OF OAKLAND

STATE OF MICHIGAN

RESOLUTION 2024 - 030

WHEREAS Oakland County has established the Main Street Oakland County Placemaking and Public Spaces Program providing opportunity for grant funding supporting the mission of the Program; and

WHEREAS the Village of Lake Orion, with, by, and through the Lake Orion Downtown Development Authority, has submitted an application for grant funding to Oakland County in support of the project known as “The Lumber Yard at Paint creek”; and

WHEREAS the Village of Lake Orion wishes to enter into a Program Agreement with Oakland County for grant funding.

NOW THEREFORE BE IT RESOLVED that the Village Council of the Village of Lake Orion hereby acknowledges that this resolution authorizes Darwin McClary, Village Manager to execute the Placemaking and Public Spaces Program Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and Village of Lake Orion.

BE IT FURTHER RESOLVED that executing this agreement hereby accepts and binds the Village of Lake Orion to the terms and conditions of the Public Spaces Program Agreement.

Moved by member:
Supported by member:
Ayes: Nays:

CERTIFICATION: I hereby certify the foregoing is a true and complete copy of a Resolution adopted by the Council for the village of Lake Orion at its regular meeting held on August 26, 2024, the original of which is a part of the Board minutes.

_____

DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Acceptance of Placemaking Program Grant

BACKGROUND BRIEF:

The Main Street Oakland County team developed a new Program seeking projects that would enhance public spaces in the County. The "Placemaking and Public Spaces Program" provided a very short application window and the DDA applied for support in bringing the "Lumber Yard at Paint Creek" forward for potential funding. The application was accepted "In Full" and recommended for approval by the Oakland County Board of Commissioners.

The Lake Orion DDA, in partnership with the Village of Lake Orion, was awarded $595,823.00. To accept this award the DDA must agree to provide its own funding of not less than $1,313,983.00 and adopt the reporting terms and grant conditions contained in the Program Agreement.

The DDA presently has retained approximately $2,300,000 of project funding, all of which is dedicated to the elements set forth in the Program Grant Application. Therefore, this grant award is not a traditional match, but a committed dedication of existing funds to a project scope that now has a significantly solved gap shortfall. In short, we would spend the budget funding on this project anyway, but now we get to make the public space enhancements even better and more integrated with the principles of Main Street.

FINANCIAL IMPACT:

There will be certain additional administrative functions tied to the project management as a result of the grant, particularly in the form of documenting expenditures that are tied to ARPA based infrastructure funding. This is not only expected, but would be part of our general project administration. We can absorb the staff cost of reporting and administration of the grant without budget impact, and the dedication of DDA budget funds to project specific reporting is expected.

RECOMMENDED MOTION:

Move to approve and adopt a RESOLUTION TO ACCEPT GRANT FUNDING FROM THE MAIN STREET OAKLAND COUNTY PLACEMAKING AND PUBLIC SPACES PROGRAM and authorize execution of the Program Agreement by Executive Director Matthew Gibb.

PLACEMAKING AND PUBLIC SPACES PROGRAM AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND VILLAGE OF LAKE ORION AND LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the (1) Village of Lake Orion and (2) Lake Orion Downtown Development Authority (DDA) ("Public Body 1 and 2") 21 E Church Street Lake Orion, MI 48362. County and Public Body may be referred to individually as a "Party" and jointly as "Parties". Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee.

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated $244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

Placemaking creates quality places essential to dynamic and vibrant communities. Assistance with Placemaking plans will provide economic benefits to the Public Body and the County.

On December 7, 2023, in Miscellaneous Resolution #2023-3615 _ 23-164, the Oakland County Board of Commissioners authorized an appropriation in the amount of Five Million $5,000,000 dollars from the American Rescue Plan Act, Local Fiscal Recovery Funds, for the Main Street Oakland County Placemaking and Public Services Program to combat the negative economic impacts still lingering in our communities as a result of the COVID-19 pandemic. This Agreement is funded through that program.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.,* for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

   1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.

   1.2 **Application** means a properly submitted written request by a Public Body to the County for an award of Grant Funds.

1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.4 **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5 **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6 **Exhibits** mean the following exhibits, which are attached to this Agreement and incorporated by reference therein, or added later by a formal amendment to this Agreement:

Exhibit A, Grant Award Payments

Exhibit B, Reporting Requirements

Exhibit C, Grant Application, Scope of Work and Budget

1.7 **Grantee** means the Public Body [City, Village or Township, as defined in 1.11 below] receiving Grant Funds from the County under this Agreement in the manner provided in Section 2, below, which is an entity created by state or local authority or which is primarily funded through state or local authority, including, but not limited to, its Council, Board, its departments, divisions, elected and appointed officials, directors, Board members, Council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers and/or any such person's or entities' successors.

1.8 **Grant Funds** means the monetary funds awarded by the County to the Grantee under this Agreement.

1.9 **Grantee Funds** means the monetary funds that the Grantee raises on its own for this program.

1.10 **Points of Contact** means the individuals designated by the Grantee and County to act as primary contacts for communication and other purposes described herein.

1.11 **Public Body** means the Village of Lake Orion and Lake Orion DDA including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

1.12 **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative

or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

2. **GRANT**. Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.

2.1 County will distribute $595,823.00 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibits A and C**.

2.2 PUBLIC BODY UNIQUE ENTITY IDENTIFIER: FF55CJ8S1VN3.

2.3 FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640

2.4 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027

2.5 FEDERAL AWARD DATE: May 28, 2021

2.6 PERIOD OF PERFORMANCE END: September 30, 2026.

2.7 AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.

2.8 INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.

2.9 CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: John Bry, unless another person is designated in writing by the County.

2.10 DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

3.1 Public Body's grant match requirements are detailed in **Exhibit A,** which is attached hereto and incorporated as part of this Agreement.

3.2 Public Body shall invoice the County for the grant amount listed in 2.1. after this Agreement is executed.

3.3 Public Body shall submit to Oakland County a status report on the grant funds as provided in **Exhibit B**, including:

3.4 Project progress reports, including completion of deliverables included in project scope;

3.5 Accounting of incurred expenses and grant funds expended; and

3.6 Any other relevant information or records, to be determined by County.

3.7 Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:

3.8 Project completion report;

3.9 Full accounting of its expenditure of grant funds;

3.10 Certification of its use of grant funds and fulfillment of the terms of the Agreement; and

3.11 Any other relevant information, records or other pertinent documentation, which may be requested by the County. If requested by the County, the Public Body shall provide information concerning the Grant Award to the County in a web based format.

3.12 Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

3.13 Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

3.14 Public Body may only use Grant Funds for purposes consistent with those specified by the Public Body in its approved Grant Application, Scope of Work and Budget (**Exhibit C**).

4. COUNTY'S RESPONSIBILITIES.

4.1 County has reviewed the Public Body's Grant Application and determined that the Public Body is eligible to receive Grant Funds. County is not obligated or required to provide any additional services that are not specified in this Agreement.

4.2 County may use, access, and disclose information concerning this Agreement and the award of Grant Funds described herein to comply with the law, such as a subpoena, court order or Freedom of Information Act request. County may refer all such requests to the Public Body's Point of Contact for their response within the required time frame if the information requested relates to records held by the Public Body.

4.3 County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above and **Exhibit B** to ensure timely reporting, accurate accounting, and verification of final certification.

4.4 County shall pay the Grant Funds to the Public Body in the manner and upon the conditions set forth in **Exhibit A**. As stated therein, it is understood between the Parties that under no circumstances shall the County be responsible for greater than Forty percent (40%) of the total development cost and that by accepting Grant Funds, the Public Body thereby commits to contributing Grantee Funds in an amount sufficient to fully fund the development cost of the project approved by the County pursuant to its Grant Application, Scope of Work and Budget (**Exhibit C**).

5. PUBLIC BODY AFFIRMATIONS.

5.1 Public Body affirms that all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.

5.2 Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.

5.3 Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States,

except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

5.4 Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

5.5 Public Body shall use all grant funds it receives under this Agreement by September 30, 2026. Any grant funds not used by that date must be returned to County.

6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.

7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.

8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.),* to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.**

9.1 Grantee shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, and the Grantee shall utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

9.2 In addition to the Grantor, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to the Grantor, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the audit requirements will constitute a violation of this Agreement.

9.3 Grantee must establish and maintain effective internal control over the Federal award that provides reasonable assurance that they are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

9.4 Grantee shall provide a final report that is due to Grantor upon the completion of the project. Grantee agrees to submit a detailed and timely grant report covering expenses related to each outlined purpose.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

10.1 Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive, or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

10.2 Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.

10.3 Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

10.4 Public Body must register at sam.gov.

10.5 Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency),

disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

10.6 Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable.

11. DURATION OF INTERLOCAL AGREEMENT.

11.1 This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

11.2 This Agreement shall remain in effect until September 30, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. ASSURANCES.

12.1 Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

12.2 Responsibility for Attorney Fees and Costs. Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

12.3 No Indemnification. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

12.4 Costs, Fines, and Fees for Noncompliance. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.

12.5 Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

12.6 Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. TERMINATION OR CANCELLATION OF AGREEMENT.

13.1 County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.

13.2 Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County all grant funds it has received.

13.3 If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. SETOFF OR RETENTION OF FUNDS

14.1 In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

14.2 Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. SEVERABILITY. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

19. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.

20. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not

intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

21.1 If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328 and to the individual designated by the County as its Point of Contact.

21.2 If Notice is sent to Public Body, it shall be addressed to: 21 E Church Street Lake Orion, MI 48362.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT**.

24.1 This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds and supersedes all other oral or written agreements between the Parties. Any amendment to this Agreement shall be in writing, and duly executed by the appropriate authority for each Party.

24.2 The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, (1) Darwin McClary, Village Manager and (2) Matthew Gibb, Executive Director, Village of Lake Orion DDA hereby acknowledges that he/she has been authorized by a resolution of the Village of Lake Orion and Lake Orion DDA, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
(1) Darwin McClary, Village Manager
Village of Lake Orion

EXECUTED: _____ DATE: _____
(2) Matthew Gibb, Executive Director
Village of Lake Orion DDA

WITNESSED: _____ DATE: _____
Sonja Stout, Village Clerk

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

Grant Award Payments

It is understood that under no circumstances shall the County be responsible for greater than 40% of the total development cost and that by accepting County Grant Funds, the Public Body thereby commits to contributing Grantee Funds in an amount sufficient to fully fund the development cost of the project as approved by the County pursuant to the Grant Application, Scope of Work and Budget (Exhibit C).

First Grant Award Payment

Within 45 days of the execution of this Interlocal Agreement between Oakland County and the Public Body the County will transfer seventy five percent (75%) of the total grant award to the Public Body.

Final Grant Award Payment

Within 30 days of the County receiving and approving documentation from the Public Body that demonstrates that eligible project development cost expenditures of a minimum amount of two times the first grant award payment have been made by the Public Body, the County will transfer the remaining balance of the total grant award to the Public Body.

Application Number: MSPM2406 – Lake Orion

Total Development Costs: $1,909,806.00

Total Local Funds: $1,313,983.00

Total Grant Award: $595,823.00 Percent of Total Development Costs: 31%

First Grant Award Payment: $$446,867.25 (75% of the Total Grant Award)

Final Grant Award Payment: $148,955.75 (25% of the Total Grant Award)

EXHIBIT B

Reporting Requirements

The Public Body receiving grant funds must submit Status Reports throughout the project construction process and a final report within 30 days of the end of the Agreement, or project completion, whichever date is sooner. The final report shall include a full accounting of its expenditure of grant funds, certification of its use of grant funds and fulfillment of the terms of the agreement, along with any other relevant information, records or other pertinent documentation.

The first Status Report covers the reporting period from the date the Interlocal Agreement is executed through December 31, 2024. The first Status Report must be submitted to the County no later than January 31, 2025. Subsequent Status Reports cover quarterly reporting periods based on the calendar year starting on January 1, 2025, and continuing through the completion of the project construction. These Status Reports are due to the County no later than the last day of the month following the end of each quarterly reporting period.
The Outcome Report is due to the County one year after the completion of construction.
Oakland County will provide an online form for submitting both the Status Reports and Outcome Report.

Status Report Content

All Status Reports must include documentation of expenditures, project narrative and project photographs.

Documentation of Expenditures

Documentation of Expenditures includes all funds, county and local, spent on the project within the reporting period. A spreadsheet template will be provided to the Public Body for this purpose.
The spreadsheet will require the following information be entered by the Public Body:

- Date of the Expenditure
- Amount of the Expenditure
- Line Item from the PROJECT BUDGET submitted as part of the Grant Application
- Purpose/Description of the Expenditure
- Paid Invoice Reference

Documentation of Expenditures

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

PDF copies of paid invoices or other Public Body payment transfer records that document that the expenditures itemized in the Excel file have been made. Provide a means (Paid Invoice Reference) for the County to associate the documentation that payment was made with the expenditures.

Status Narrative

Describe the progress made toward implementing the project. The narrative should include describing actions taken that are associated with the expenditures. Include any obstacles or setbacks that have occurred during the reporting period. Also, explain plans or actions to be taken to address any obstacles or setbacks. Highlight positive aspects of the project such as public support and awareness of the project and any new supportive partnerships that may have evolved.

Status Photographs

Include site photographs that show the progress made and illustrate the project expenditures and project narrative.

Outcome Report Content

The Outcome Report is due to the County one year after the completion of construction. This report will document the success the project has had in meeting the measurable outcomes included in the Public Body grant application. It also will include a narrative and supporting photographs of how the public space is being used and programed.

Measurable Outcomes

Include data that support the following outcomes:

- Number of visitors and residents who utilize the newly created public space on an annual basis during special events and functions in the district.
- Number of activities and functions that take place in the public space in the district to draw foot traffic, users and tourists to the district.
- Number of private partners, private contributions and in-kind contributions that supported the completion of the project and on-going programing and maintenance.
- Number of new businesses, or business expansions in the district following the completion of the public space project.

Also, include data for all additional outcomes included in the submitted grant application.

Outcome Narrative

Describe how well the project has advanced the Measurable Outcomes. What aspects of the project have been most successful and what aspects least successful. Describe how the resident and business community have embraced the project. Include a brief description of how the space is being programmed for use. Finally, as guidance for other communities pursuing public space and placemaking projects provide any lessons learned and/or what would you do differently next time undertaking a similar project.

Outcome Photographs

Include site photographs that show the completed project and community residents and visitors using the public space.

EXHIBIT C:Grant Application, Scope of Work and Budget

APPLICANT INFORMATION

Application Number: MSPM2406

QA1. Placemaking and Public Spaces Project Name:

Lumber Yard at Paint Creek

QA2. Municipality Name:

Village of Lake Orion

QA3. Employer Identification Number (EIN):

38-6007183

QA4. Municipality Mailing Address:

Address	21 E Church St
City	Lake Orion
State	MI
ZIP Code	48362

QA5. Point of Contact - Individual that will be responsible for managing this grant.

First Name	Matthew
Last Name	Gibb
Title/Position	Executive Director
Phone	(248) 464-0307
Email Address	gibb@downtownlakeorion.org
Organization (If different from above)	Lake Orion Downtown Development Authority
Name	Lake Orion DDA
Address	118 N Broadway

City	Lake Orion
State	MI
Zip Code	48362

QA6. Describe the project management experience of the individual responsible for managing this grant. (100 words maximum)

Matthew Gibb will be managing this grant. Mr. Gibb has written, accepted and managed more than 20 federal/state based grants, personally, and has held oversight management of local and county departmental organizations that acted as manager, sub-recipient, and overall administrative reporting agent. He has personally managed more than 50 large development projects, including all aspects of remediation, preservation and incentive based financing.

QA7. Individual submitting this application (If different than above).

First Name	
Last Name	
Title/Position	
Phone Number	
Email	

ACKNOWLEDGMENTS

QA8. All of the information submitted is accurate and that I have the approval to submit this application on behalf of city/village/township identified above

◉ I acknowledge this statement

QA9. If awarded a grant the city/village/township will be required to enter into an Interlocal Agreement with Oakland County.

◉ I acknowledge this statement

QA10. If awarded a grant and the local DDA or CIA is providing local funding, the DDA or CIA may also be required to enter into the Interlocal Agreement with Oakland County.

◉ I acknowledge this statement

QA11. Obtaining all required local, county and/or state permits, inspections or approvals will be the responsibility of the applicant city/village/township.

◉ I acknowledge this statement

QA12. If awarded a grant the ARPA grant funds will be spent and the County funded elements of the project completed by September 30, 2026.

◉ I acknowledge this statement

PROJECT INFORMATION

QB1. Location - use the applicable fields below and must enter data in at least **ONE** of the three fields.

Site Address(s)	215 S Broadway St Lake Orion MI 48362
Parcel Identification Number(s)	09-11228-016, 09-11-228-020, 09-11-228-004
Written Description (ie. The project sites located within, and along, the Elm Street right-of-way between First and Second Streets)	The original Lumber Yard property, consisting of 4.1 acres, sitting on the North East corner of M-24 and Atwater St

QB2. Site Ownership - Does the applicant city/village/township own the entire project site(s)? If "NO" describe who owns what portions of the project site(s).

◉ YES
○ NO

QB3. Site and Surrounding Uses Map - Upload the Site and Surrounding Uses Map provided by Oakland County.

Lake Orion Project Map_County.pdf
1.6MB

application/pdf

QB4. Project Description - Provide a brief overview of the public spaces project.
(250 words maximum)

This opportunity will reinvent where the community hosts its large gatherings and festivals, while building start-up space for under-served entrepreneurs, a dynamic trailhead for the north end of the Paint Creek Trail, outdoor seating, walk-able access to the downtown district, and public art in both structure and programming. The signature feature is the rehabilitation and activation of three key historic structures, the large original barn and rack pavilion, the coal and yard office, and the canopy of the first supply building. These restored structures will become the bones of a new farmers market, art shows, retro food trailers, private event uses (i.e. weddings at the Lumber Yard) and relaxing mornings. The original railroad will be pulled up and restored into a public history walkway that will lead visitors into and through the site. A new large timber frame pavilion will be erected to host large events, moving the current "tent" area used for festivals out of a parking lot in front of the fire station and Children's Park and eliminating that impediment to the movement of people and safety in the downtown. The original lumber yard office (NW Corner) will be saved and re-imagined into an available space for a gallery, boutique or market. The frontage on M-24 will match a private partner to create a gateway, architecturally modeling the facade(s) of the original structures. This description derives from and improves the design concept plans attached.

. To answer the next three questions:
Describe how the proposed public spaces project will address the adverse public health and economic impacts of the pandemic and support improved public health & welfare and overall economic recovery going forward. Frame your response in terms of the downtown district, small businesses, and public health & welfare.

QB5. **Downtown District -** How will this project positively impact the district?
(100 words maximum)

Beautifying our gateway to downtown is the bonus of activating a new, permanent location for festivals, events and new public markets. Festivals like Dragon on the Lake bring more than 15,000 region wide guests to the district, with temporary structures covering parking and blocking pathways. Replacing rented tents, and gateway blight, with preserved history and open air places has a multiplying impact on property values and commerce. The project also allows the connection of bicycles, runners, and visitors to complete their journey into the district, opening more attention to the Paint Creek, and a start up space for small business.

QB6. **Small Businesses** - How will the project positively impact small businesses in the district?
(100 words maximum)

The project has a solid focus on easing the cost of entry for new artists and entrepreneurs to find a "starting" location, building into its design several spaces intended to diversify our business community, and allowing the DDA to help with rent, location and resources. Our existing small business community is often burdened instead of enhanced as events squeeze into town. These issues are eased by moving the focus of significant pieces of events from our roadways to the lumber yard, adding a new walk-able customer as the project is within 500 steps from the district. Growth through the destination aspects of a regional trailhead and marketplace.

QB7. **Public Health & Welfare** - How will the project positively impact public health and welfare? (100 words maximum)

The cleaning up of a 100 year old lumber yard, and its decades of use and impacts on soil, water table, and building contamination, will provide a safe, clean place to gather, shop for produce, listen to music and support community based business and art. Beyond clean soil and safe buildings, programming will be focused on opening community interaction and simply enjoying each others company, pushing back the lingering effects of isolation caused by the pandemic, fighting against depression, and maybe inspiring a bit more walking and biking and all their benefits. There is no greater health impact than a welcoming third place, a coffee, and kind words.

QB8. Describe how the proposed public space project will be primarily utilized (events, concerts, markets, open space, recreation space, etc.). Briefly describe each primary use. (100 words maximum)

The main pavilion will serve as the gathering spot for large community events, a stage for music, entertainment, vendors, and lots of dancing and laughter. It will also host larger programming for car shows, flower markets, and when not used, ease parking constraints in the district. The restored barn and supply house will be designed for public/private events, weddings, scout ceremonies, reunions, art shows, and groups. The lumber rack will be restored into stalls, allowing regular summer/winter market(s) for regional vendors. Food trucks, canopies, and conversations, a park with a cool market, all building from the original design plans attached.

QB9. Describe how the County ARPA funds be utilized within the scope of the proposed public space project.
(100 words maximum)

ARPA funds will provide capital to assist in building ADA appropriate restroom facilities, pathways for pedestrian movement in and out of the site, and utility placement, including a trailhead water and care station. All additional ARPA funds will be applied towards community gathering assets such as seating, shade canopies, and public art projects.

QB10. Outline the timetable for completion of the County funded elements of the proposed public spaces project by September 30, 2026.
(100 words maximum)

Site demolition and clean up has commenced and final site plans for the development stage of the project will be approved by the Village of Lake Orion in October 2024. It is anticipated that necessary County permitting will be completed by December 2024. The County funded elements, and the project, are anticipated to be completed by October 2025. We are anticipating any delay caused by nature or unknown conditions would extend our anticipated all final date for the full project to January 2026.

QB11. Describe how the proposed public spaces project will be maintained and managed once completed.
(100 words maximum)

The DDA will provide both organizational programming and maintenance. The DDA currently maintains, and funds, several contracts for general maintenance of owned property in the district. Those would be extended, as applicable, as well as our existing general services agreement with the Village of Lake Orion DPW to provide infrastructure maintenance. We employ seasonal grounds workers and incorporate maintenance and use clauses in all contracts. By separate grant, a DDA established/companion non-profit will be assigned general roles in supportive fundraising and programming for community specific goals and small business support.

. **Measurable Outcomes**
Tracking the measurable outcomes listed below will be required as part of the Interlocal Agreement:

- Number of visitors and residents who utilize the newly created public space on an annual basis during special events and functions in the district.
- Number of activities and functions that take place in the public space in the district to draw foot traffic, users and tourists to the district.
- Number of private partners, private contributions and in-kind contributions that supported the completion of the project and on-going programming and maintenance.
- Number of new businesses, business expansions, and/or public/private investment in the district following the completion of the public space project.

QB12. In addition to tracking those listed above, describe any measurable outcomes unique to the public space project that will be tracked.
(100 words maximum):

In addition to the above, during development will be tracking in kind and service based project support, and will continue that tracking to better build programming and support tools for the success of the Lumber Yard. To better understand why, where and how people are coming to the project, we will be using AI based data to track attendees ,location, distance and method of transportation.

PROJECT PLANS

QC1. Upload project plans, construction drawings, engineering documents, renderings, etc. Combine all documents into one PDF and name ***ProjectNameProjectPlans.pdf.***

Lumber Yard at Paint Creek Plans.pdf
22.7MB
application/pdf

QC2. Upload photographs that show the existing site conditions and context from various vantage points. Combine photos onto 8.5 x 11 PDF pages, then into a combined document. Include a name or description on each photo and name the document ***ProjectNamePhotos.pdf.***

LumberYard at Paint Creek Photos.pdf
29.8MB
application/pdf

BUDGET

QD1. Upload the **PROJECT BUDGET FORM** (Excel File), name ***ProjectNameBudget.xlsx.***

Lumber Yard at Paint Creek Budget.xlsx
19.2KB
application/vnd.openxmlformats-officedocument.spreadsheetml.sheet

QD2. Enter the following amounts from the **PROJECT BUDGET** (Excel File)

Total Development Costs (Green Cell)	$1,909,806.00
Total Local Funds (Purple Cell)	$1,313,983.00
Requested County ARPA Funds (Orange Cell) (Not to exceed 40% of Total Development Cost)	$595,823.00

NOTE: The amounts shown above have been edited to match the approved amounts included in Exhibit A and the Project Budget Form.

QD3. Upload proof of funding commitment for each source of local funds listed in the **PROJECT BUDGET.** Proof of funding commitment can include local government, CIA and DDA resolutions, letters of financial commitment, copies of approved budget documents and documentation of other grant awards that are

specified to be used for the public space project. Combine documents into one PDF file, assign A-F to each source and name ProjectNameFundingProofA_F.pdfx.

Lumber Yard at Paint Creek Funding Proof A-F.pdf
3.1MB
application/pdf

PROJECT SUPPORT

QE1. Upload any documentation of local support. Documentation of local support can include resolutions and/or letters of support from local government, DDAs, CIAs, community and business organizations, schools, and businesses. Please combine all letters into one PDF document to upload and name ***ProjectNameSupport.pdf.***

Lumber Yard at Paint Creek Support.pdf
9.4MB
application/pdf

ADDITIONAL SUPPORT

QF1. Upload any additional support items for this project here and name **ProjectNameAdditionalSupport.pdf**.

Lumber Yard at Paint Creek Additional Support.pdf
3.9MB
application/pdf

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Amendments to Mobile Food Establishments Ordinance – Second Reading and Adoption

BACKGROUND BRIEF:
Administration is requesting that Village Council give second reading to, and adopt, Ordinance No. 13.07, which amends the Mobile Food Establishments ordinance, Lake Orion Code of Ordinances, Sec. 115.01 et. seq. The proposed amendments were drafted based on the input and suggestions of Village Council at several meetings, including clarifications provided by Council at its July 8, 2024, meeting.

If Council is interested in advancing these amendments, Council will also need to give second reading to, and adopt, the amendatory ordinance for the Commercial Vehicle code so that the two ordinances do not conflict.

SUMMARY OF PREVIOUS COUNCIL ACTION:
05/22/2023 - Council Member Van Portfliet requested, and council concurred, to place the Mobile Food Establishments ordinance on the June 12, 2023, meeting agenda for review and discussion.

06/12/2023 - Council requested copies of similar ordinances from neighboring communities similar in size to Lake Orion for further discussion.

08/28/2023 - Council postponed action on this item until its September 11 meeting to provide an opportunity for council members and local mobile food vendors to submit recommended changes for consideration.

09/11/2023 – Council directed Administration to prepare a proposed draft ordinance which includes Council Member Van Portfliet's comments submitted at the September 11, 2023, regular Village Council meeting; provide definitions for public events and private events with time duration of 5 days for public events and 3 days for private events; address storage or parking for prep time up to 48 hours; and check with the Commercial Vehicle Ordinance on how to allow food trucks to be allowed at the owners home for preparation up to 48 hours**.**

07/08/2024 – Council discussed and provided clarifications on desired ordinance changes for Administration’s consideration in preparing an amendatory ordinance.

07/22/2024 – Council introduced and gave first reading to the ordinance and schedule the same for second reading and consideration for adoption at Council's August 26, 2024, regular meeting.

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To give second reading to, and adopt, Ordinance No. 13.07, an Ordinance to amend Title XI, Chapter 115, of the Village Code, Business Regulations, § 115.01-115.06; and to request that the Village Clerk publish the required public notice of the ordinance adoption.

STATE OF MICHIGAN, COUNTY OF OAKLAND
VILLAGE OF LAKE ORION

ORDINANCE NO._____

An Ordinance to amend Title XI. Business Regulations, Chapter 115: Mobile Food Establishments, § 115.01 - § 115.06

THE VILLAGE OF LAKE ORION ORDAINS:

Title XI. Business Regulations
Chapter 70: Mobile Food Establishments,
§ 115.01 - § 115.06.

The Village Code is amended and recommended by the Village Council, after public hearing was held on _____:

§ 115.01 DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the following meanings:

APPLICANT(S). An individual, corporation, association, partnership, trust, firm, or similar entity.

MOBILE FOOD ESTABLISHMENT. A licensed and operable motor vehicle or trailer, which includes any commercial kitchen equipment used for cooking that operates in a transient or permitted static location and involves the preparation, cooking, and sale of food and/or nonalcoholic beverages in a ready-to-consume state for consumption either on or off the premises, but not within the motor vehicle and/or trailer.

PRIVATE EVENT. An event that is not open to the general public, including, but not limited to, private parties, church events, private fundraisers, and block parties, that lasts no longer than three (3) days.

STATIC MOBILE FOOD ESTABLISHMENT. A mobile food establishment parked and/or operating in a permitted fixed location for greater than a five hour period or on a consistent basis at the same location.

TEMPORARY OR TRANSIENT MOBILE FOOD ESTABLISHMENT. A mobile food establishment parked and/or operating in any one area for less than a five hour period.

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PUBLIC VILLAGE EVENT. Events coordinated or sponsored by the village and located within the village or designated as such by resolution of the Village Council, that lasts no longer than five (5) days.

(Ord. 13.05, passed 5-23-22)

§ 115.02 GENERAL PROVISIONS.

Mobile food establishments shall comply with the following standards:

(A) Property owner permission.

(1) Mobile food establishments operating on private or public property must receive the property owner's written consent prior to operation.

(2) Approval for each mobile food establishment in an event, whether public or private, must receive prior written approval from the event organizer/sponsor, and must be parked and located within the defined event space.

(3) Mobile food trucks cannot park within the Village limits, unless within the approved event space.

(B) Location. Mobile food establishments that meet the standards of this chapter may be permitted in all zoning districts, unless restricted, prohibited, or otherwise regulated by the Village Zoning Ordinance or any other applicable village ordinance.

(C) Insurance. All mobile food establishments shall have proper vehicle registrations and current/valid registration plates. All vehicles shall be properly insured in accordance with state law.

(D) Alcoholic liquor. Mobile food establishments shall not serve alcoholic liquor or allow the consumption of alcoholic liquor in their service area(s) or dining area(s) unless applicant has obtained all appropriate permits required by the State of Michigan and any necessary approvals from the village.

(E) Hours of operation. Mobile food establishments shall not operate before 6:00 a.m. or after 10:00 p.m. unless otherwise permitted expressly in writing by the village as part of a village event.

(F) Service area. The area(s) where customers stand in line to place or pick up an order (service area(s)) for mobile food establishments shall not be located on a street, road, or within the road right of way, and, if in a parking lot, shall be located a safe distance from the travel lanes of a parking lot. Allowable service areas are subject to village and township Fire Department approval.

(G) Dining areas. The area(s) where customers may sit or stand at tables to consume food or beverages (dining area(s)) shall not be located on a street, road, or within the road right of way, and, if in a parking lot, shall be located safe distance from the travel lanes of a parking lot. Allowable dining areas are subject to village and township Fire Department approval.

(H) Preparation and storage. Food shall not be prepared, sold, or displayed outside of the mobile food establishment as set forth as follows:

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(1) Outdoor preparation. Outdoor cooking facilities, including grills not contained within a mobile food establishment, are prohibited.

(2) Materials, food, and supplies. All materials, food, and supplies must be stored within a mobile food establishment, or may be adjacent to a mobile food establishment, if in an enclosed container. Food and condiments may be displayed on shelving attached to the mobile food establishment.

(I) Obstructions. Mobile food establishments and their respective service areas and dining areas shall not obstruct or impede vehicular, pedestrian, or non-motorized travel or movement, nor create visual obstructions for vehicular traffic.

(J) Awnings. Any awning shall have a minimum clearance of seven feet between the ground and the lowest point of the awning when fully extended.

(K) Waste. Waste associated with mobile food establishments shall be managed as set forth as follows:

(1) Waste container. Mobile food establishments must be equipped with sufficient garbage or refuse containers to handle their waste, including one provided for patrons.

(2) Daily cleaning. All waste, spilled food, food byproducts, and litter left by customers associated with each mobile food establishment (collectively “waste”), shall be cleaned up and collected, and thereafter properly and lawfully disposed of, by the mobile food establishment operator at least daily.

(3) Dumping of fluids. Dumping of gray water, grease, or any other fluid onto land or any street or into any storm sewer is prohibited.

(L) Noise. Mobile food establishments shall not make or cause any unreasonable or excessive noise that is in violation of village ordinances.

(M) Lighting. Lighting associated with mobile food establishments shall not cause distractions for motorists or create negative impacts for surrounding properties.

(1) Non-steady lights. Flashing, blinking, or moving lights are prohibited when a mobile food establishment is parked or serving customers.

(2) Shielding. All exterior lights greater than 800 lumen, equivalent to a 60 watt incandescent light bulb, shall have an opaque shield to direct illumination downwards.

(N) Signage. Only signs attached to, or mounted on, the mobile food establishment shall be authorized, and all signs shall conform to the location, size, height, number, and other standards set forth in the Village Sign Ordinances.

(O) Fire Code. Mobile food establishments shall be subject to an annual inspection by the Orion Township Fire Department to confirm compliance with Michigan Fire Protection Code standards, including, but not limited to, standards required for fire extinguishers, fire extinguishing systems, compressed gas/liquid propane gas, generators, electrical, location, and general fire safety.

(P) Water. Mobile food establishments shall not be temporarily connected to a water source unless the applicant provides verification to the village and township that it is a potable water source.

(Q) Sewer. Mobile food establishments shall not be connected to sanitary or storm sewer facilities.

(R) Wheel chocks. Mobile food establishments shall use wheel chocks while parked to prepare or distribute food.

(S) Overnight parking and equipment storage.

(1) In any zoning district, other than commercial or industrial zones, unless stored entirely within an enclosed building, overnight parking of a mobile food establishment and outside overnight storage of any equipment associated with a mobile food establishment, including, but not limited to, tables, chairs, and waste receptacles ("associated equipment"), is prohibited, except as may be expressly permitted for mobile food establishments associated with a village event.

(2) On properties within commercial or industrial zoning districts, and if allowed by the terms of its permit, a mobile food establishment may be parked outside overnight; however, overnight storage of a mobile food establishment's associated equipment outside of an enclosed building, or outside of a mobile food establishment, is prohibited.

(T) Display of permits. Mobile food establishments shall prominently display any required permits and licenses while in operation.

(Ord. 13.05, passed 5-23-22)

§ 115.03 PERMITS.

It shall be a violation of this chapter to operate a mobile food establishment without the necessary licenses, permits, and approvals, as set forth below.

(A) Mobile food establishment permit. Open mobile food establishments shall obtain a permit on an annual basis as set forth in more detail below, which shall be valid for one calendar year, provided that the applicant remains in compliance with the permit requirements.

(B) Oakland County Health Department permit. All mobile food establishments must obtain and maintain any permits and approvals required by the Oakland County Health Department.

(C) State of Michigan. All mobile food establishments must obtain and maintain any permits, licenses, and approvals required by the Michigan Department of Agriculture and Rural Development.

(D) Others. All mobile food establishments must obtain and maintain any other permits, approvals, or licenses required by law.

(E) Transferability. A license or permit issued under this chapter shall not be transferred from person to person or to another mobile food establishment.

(Ord. 13.05, passed 5-23-22)

§ 115.04 AUTHORITY OF FIRE DEPARTMENT.

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The Township of Orion, a Michigan Municipal Corporation, whose address is 2323 Joslyn Road, Lake Orion, MI 48360, and its Fire Department, Fire Code Official and personnel shall serve as the Village of Lake Orion's ordinance permitting agency that shall administer and enforce this chapter in and on behalf of the Village of Lake Orion as authorized by the Urban Cooperation Act of 1967, 1967 Public Act 7, M.C.L.A. §§ 124.501, et seq. The Township of Orion shall be vested with all lawful authority to administer and enforce the Village of Lake Orion's Mobile Food Establishment Ordinance and it shall be deemed sufficient in any action for enforcement of the provisions hereof as a violation of this code.

(Ord. 13.05, passed 5-23-22)

§ 115.05 ADMINISTRATION.

This chapter shall be administered by the Charter Township of Orion, Fire Chief and/or their designee, as outlined below.

(A) Order of process. The following shall be the order of process in obtaining a mobile food establishment permit:

(1) Applicant submits permit application to the Orion Township Fire Department.

(2) Fire Department schedules an inspection with the applicant.

(3) Fire Department conducts the inspection.

(4) If the mobile food truck establishment meets all requirements of this chapter and the Village Zoning Ordinance (where applicable), the Fire Department shall issue an operating permit under this chapter. The Fire Department shall also provide the applicant with a mobile food truck sticker and applicant shall prominently display its sticker on the outside of the mobile food establishment.

(B) Mobile food establishment permit application. A mobile food establishment permit shall include the following materials:

(1) A signed and completed application form;

(2) Description of the proposed annual event(s);

(3) The Village of Lake Orion shall receive and approve all depictions of all locations where the mobile food establishment will be parked and providing services and where dining areas will be located, and, if in a parking lot, how the service/ dining areas will be delineated for safety purposes;

(4) Any necessary written permission from property owners;

(5) A fee, as adopted by resolution of the Village of Lake Orion; and

(6) Any additional information necessary to determine compliance with this chapter and other applicable ordinances, laws, permits, and regulations.

(C) Timely submission. Mobile food establishments shall submit a permit application two business days before any needed inspection to operate. In the event an applicant requests a permit for a mobile food establishment and is in need of an inspection with less than two

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business days' notice, the applicant shall be subject to payment of an increased permit fee as set forth by resolution of the Village of Lake Orion.

(D) Complete and accurate. Submission of an application constitutes a representation that all of the information is complete and accurate.

(E) Issuance. Annual mobile food establishment operating permits shall be issued by the Township Fire Chief and/or their designee after accepting the permit applicant has passed an inspection conducted by the fire department. All permits issued by the fire department shall expire on December 31 of every calendar year as long as the applicant remains in compliance with the provisions of this chapter and other applicable ordinances, permits, regulations, and laws. The review shall be conducted in consultation with the Fire Chief or their designee and other applicable entities and agencies.

(F) Operating without a permit. In the event a mobile food establishment is found to be operating without a permit, it shall constitute a violation of this chapter and shall constitute a civil infraction as defined by Michigan law and shall be subject to a civil fine of not more than $500, as set forth in this chapter.

(G) Withholding permit. Issuance of any license or permit may be withheld pending verification that any other necessary approvals have been granted.

(H) Conditions. Reasonable conditions may be placed on approvals, as outlined below.

(1) Health, safety, and welfare. Conditions shall be designed to protect the health, safety, and welfare of the patrons, vendors, adjacent property owners, and the community as a whole.

(2) Police power. Conditions shall be related to the valid exercise of the police power and purposes affected by the activity.

(3) Compliance. Conditions shall be designed to ensure compliance with the provisions of this chapter, other village ordinances, county requirements, and state and federal law.

(I) Suspension and revocation. As outlined below, an approval may be immediately suspended on a temporary or permanent basis by the Orion Fire Chief and/or their designee.

(1) Notice. The applicant shall receive written notice of the possible suspension or revocation, including the reason for the suspension or revocation, and actions necessary, if any, to prevent the suspension or revocation.

(a) Decision criteria. The Village of Lake Orion may issue an order to suspend or revoke a mobile food establishment permit if the Board of Trustees makes any of the following findings: An imminent threat exists to the health, safety, or welfare of persons or neighboring properties; or

(b) The applicant has violated or currently fails to comply with any condition of its license or permit or with any applicable ordinance, county requirement, or state or federal law.

(2) Effect. Upon revocation of an approval, all activity shall cease immediately, except for work related to securing the site or correcting a violation, as determined by the Lake Orion Police Department and/or their designee.

(J) Appeal. Appeals of decisions made in the administration of this chapter shall be heard and decided by the Village Council.

(Ord. 13.05, passed 5-23-22)

§ 115.06 ENFORCEMENT AND PENALTIES.

A violation of this chapter or any license, permit, or condition issued under this chapter is a municipal civil infraction and subject to enforcement, as set forth below.

(A) Party to violation. Any person who violates this chapter, or fails to comply with its terms, or with any of the conditions of any license or permit, shall be responsible for a municipal civil infraction. Any property owner who violates or allows a violation of this chapter on his/hers property shall be responsible for a municipal civil infraction.

(B) Each day. Each day that any violation exists or continues shall be deemed a separate offense.

(C) Penalty. Any person or other entity who causes or permits to continue a public nuisance as prohibited by the chapter is responsible for a municipal civil infraction as defined by Michigan law and is subject to a civil fine of not more than $500, plus costs, which may include all direct or indirect expenses to which the Village of Lake Orion has incurred in connection with the violation. A violator of this chapter shall also be subject to such additional sanctions, remedies, and judicial orders as are authorized under Michigan law. Each day a violation of this chapter continues to exist constitutes a separate violation.

(Ord. 13.05, passed 5-23-22)

Amended only as specified above and in this Chapter, the Code of Lake Orion shall remain in full force and effect.

A synopsis of this Ordinance shall be published in accordance with the Charter of the Village of Lake Orion and this Ordinance shall become effective immediately upon the publication of the summary. If any provision of this Ordinance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision.

VILLAGE OF LAKE ORION

By:_____

Jerry Narsh, PRESIDENT

By: _____

Sonja Stout, CLERK

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Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: August 26, 2024

TOPIC Amendment to Commercial Vehicles Ordinance – Second Reading and Adoption

BACKGROUND BRIEF:

Administration is requesting that Village Council give second reading to, and adopt, Ordinance No. 2.37, which amends the Commercial Vehicles Ordinance to permit mobile food establishments vehicles to operate their vehicles on local streets regardless of their gross weight. The adoption of this ordinance is necessary if the Village Council adopts the proposed amendments to the Mobile Food Establishments ordinance.

The proposed amendatory ordinance is attached.

SUMMARY OF PREVIOUS COUNCIL ACTION:

07/22/2024 – Council introduced and gave first reading to the ordinance and scheduled the same for second reading and consideration for adoption at its August 26, 2024, regular meeting.

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To give second reading to, and adopt, Ordinance No. 2.37, an Ordinance to amend Title VII. Traffic Code, Chapter 70: Traffic Regulations, § 70.30 - § 70.33 -Commercial Vehicles on Local Streets; and to request that the Village Clerk publish the required public notice of the ordinance adoption.

STATE OF MICHIGAN, COUNTY OF OAKLAND
VILLAGE OF LAKE ORION

ORDINANCE NO._____

An Ordinance to amend Title VII. Traffic Code, Chapter 70: Traffic Regulations, § 70.30 - § 70.33 -Commercial Vehicles on Local Streets.

THE VILLAGE OF LAKE ORION ORDAINS:

Title VII. Traffic Code
Chapter 70: Traffic Regulations,
§ 70.30 - § 70.33.

§ 70.30 WEIGHT LIMIT.

No person, firm or corporation shall operate a commercial motor vehicle that has an unloaded gross weight in excess of 5,000 pounds upon local streets as defined under state law unless the owner of the motor vehicle:

(A) Has its principal place of business within the village, and it is necessary for the storage of the vehicle to use local streets, and in such case the use of said local streets shall be by the shortest and most direct route from the closest major street to the place of storage;

(B) Is a governmental or public utility, and the use of the vehicle is for specific need and purpose within the village; or

(C) Uses the vehicle is for an isolated or specific local delivery within the village.

(D) Is a mobile food establishment defined as a licensed and operable motor vehicle or trailer, which includes any commercial kitchen equipment used for cooking that operates in a transient or permitted static location and involves the preparation, cooking, and sale of food and/or nonalcoholic beverages in a ready-to-consume state for consumption either on or off the premises, but not within the motor vehicle and/or trailer.

(Ord. 8.02, passed 4-26-76) Penalty, see § 10.99

§ 70.31 PURPOSE.

The intent of this subchapter is to protect the use of local streets from heavy truck traffic and to reduce the attendant noise and dust to the annoyance of the citizens of the community and to avoid the use of local streets for through truck traffic.

(Ord. 8.02, passed 4-26-76)

§ 70.32 EFFECTIVENESS.

This subchapter shall be effective only as to those local streets that are posted with notice of the restrictions.

(Ord. 8.02, passed 4-26-76)

§ 70.33 TRUCK TRAFFIC.

(A) A truck for purposes of this section shall be any vehicle which is defined as a truck under § 257.75 of the Michigan Motor Vehicle Code and having more than five axles.

(B) No person shall drive, move, or cause or permit to be driven or moved any truck upon:

(1) Atwater Street between Orion Road and State Highway M-24 in the village.

(2) Flint Street between Orion Road and State Highway M-24 in the village.

(C) The prohibitions of this section shall not apply to persons who shall drive or move trucks to and from locations of the village for local delivery or transport of goods or services, or a mobile food establishment.

(Ord. 2.34, passed 4-22-13)

Amended only as specified above and in this Chapter, the Code of Lake Orion shall remain in full force and effect.

A synopsis of this Ordinance shall be published in accordance with the Charter of the Village of Lake Orion and this Ordinance shall become effective immediately upon the publication of the summary. If any provision of this Ordinance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision.

VILLAGE OF LAKE ORION

By:_____
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