

PROJECT MANUAL

for

West Branch – Rose City Area Schools

Ogemaw Heights High School
Site Drainage and Miscellaneous Improvements

PROJECT NO. 294-22

April 8, 2026



ANTHONY P. ESSON
ARCHITECT

PO BOX 479

GAYLORD, MICHIGAN 49734

TELEPHONE: 989/732-0585

FAX: 480/772-4562

DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: West Branch – Rose City Area Schools
Ogemaw Heights High School Site Drainage and Miscellaneous Improvements
AEA Project No. 294-22

OWNER: West Branch – Rose City Area Schools
PO Box 308
West Branch, MI 48661
Contact: Gail Hughey, Superintendent
Telephone: (989) 343-2019

ARCHITECT: Anthony Esson, Architect

Mailing Address:
P.O. Box 479
Gaylord, MI 49734

Shipping Address:
2111 Forester Drive
Frederic, MI 49733

Contact: Anthony P. Esson, Architect, LEED AP
PH: (989) 732-0585
tony@anthonyessonarchitect.com

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 16	Granular Subbase	1
32 15 00	Aggregate Surfacing	1
32 31 13	Chain Link Fences and Gates.....	4
32 92 00	Turf Establishment	8

DIVISION 33 - UTILITIES

33 44 00	Storm Sewers.....	6
----------	-------------------	---

END OF SECTION

DOCUMENT 00 11 16

INVITATION TO BID

Project: West Branch – Rose City Schools; Ogemaw Heights High School Site Drainage and Miscellaneous Improvements

Owner:

West Branch – Rose City Area Schools
PO Box 308
West Branch, MI 48661

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: April 8, 2026

West Branch – Rose City Area Schools will receive Bids for improvements to the Ogemaw Heights High School site located at 960 S. M33, West Branch, MI 48661.

Sealed Bids should be delivered in person to West Branch – Rose City Area Schools Central Office, c/o Gail Hughey, Superintendent, 960 S. M33, West Branch, MI 48661. Bids must be received prior to 1:00 PM local time on May 12, 2026. Bids will be opened publically and read aloud immediately following the closure of the bidding period, in the West Branch – Rose City Area Schools Central Office located at 960 S. M33, West Branch, MI 48661. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Conference conducted by the Owner and Architect/Engineer at 1:00 PM local time, Tuesday, April 28, 2026. The meeting will convene in the West Branch – Rose City Area Schools Central Office located at 960 S. M33, West Branch, MI 48661. The Pre-Bid Conference will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance is not mandatory but is strongly encouraged.

Bidding Documents will be available on or about April 20, 2026. Bidding Documents will be available to Bidders in electronic format (.pdf) free of charge. Interested Bidders may view and download bidding documents at www.anthonnyessonarchitect.com. Select West Branch – Rose City Area Schools; Ogemaw Heights High School Site Drainage and Miscellaneous Improvements under the Bid Docs button.

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents.

The successful Bidder will be required to furnish Performance and Labor/Material Payment Bonds in the amount of 100% of the contract amount.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general, to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Bid submission.
2. Intent.
3. Work identified in contract documents.
4. Contract Time.
5. Definitions.
6. Contract Documents identification.
7. Availability of documents.
8. Examination of documents.
9. Inquiries and Addenda.
10. Product substitutions.
11. Site examination.
12. Prebid conference.
13. Subcontractors.
14. Submission procedure.
15. Bid ineligibility.
16. Bid security.
17. Performance assurance.
18. Allowances.
19. Bid Form requirements.
20. Fees for changes in the Work.
21. Bid Form signature.
22. Familial Disclosure Statement.
23. Iran Economic Sanctions Act Compliance Affidavit.
24. Bid opening.
25. Duration of offer.
26. Acceptance of offer.

B. Related Documents:

1. Document 00 11 16 - Invitation to Bid.
2. Document 00 41 13 - Bid Form - Stipulated Sum (Trade Contract).

1.2 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by West Branch – Rose City Area Schools Central Office, c/o Gail Hughey, Superintendent, 960 S. M33, West Branch, MI 48661, until 1:00 PM local time on May 12, 2026.
- B. Bids submitted after the above time will be returned to Bidder unopened.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this bid request is to obtain an offer to perform work to complete improvements at the Ogemaw Heights High School site for a Stipulated Price contract, in accordance with Contract Documents.

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises improvements to the Ogemaw Heights High School site.
- B. Location(s):
 - 1. Ogemaw Heights High School; 960 S. M33, West Branch, MI 48661.

1.5 CONTRACT TIME

- A. The Owner requires that the work be Substantially Complete not later than July 31, 2026. Contractor shall indicate the proposed date of Substantial Completion on the Bid Form. Damages as identified in the agreement apply.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, and bid securities, identified
- B. Contract Documents: Defined in AIA Document A104-2017, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 294-22 titled West Branch – Rose City Area Schools; Ogemaw Heights High School Site Drainage and Miscellaneous Improvements as prepared by Anthony P. Esson, Architect.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in document 00 11 16 - Invitation to Bid.
- B. Bidding Documents will be available on or about April 20, 2026. Interested Bidders may view and download bidding documents at www.anthonyyessonarchitect.com. Select West Branch – Rose City Area Schools; Ogemaw Heights High School Site Drainage and Miscellaneous Improvements under the Bid Docs button.
- C. Partial sets of Bidding Documents will not be issued to Bidders.
- D. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Bidders are responsible for full examination of the drawings, specifications, exhibits and any Addenda prior to submission of bids.
- B. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- C. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents. When such discrepancies or omissions should be discovered through reasonable examination for the purpose of estimating and are not brought to the Architect's attention and clarified prior to bidding, Bidder shall include and/or shall be deemed to have included the higher quantity or quality of Product or material, and/or more labor intensive or costly installation in the Bid.
- D. Carefully review Drawings and Specifications. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Anthony Esson, at the office of the Architect/Engineer; Email tony@anthonyessonarchitect.com.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be posted on the Construction Manager's website. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

- A. Where Bidding Documents stipulate particular Products, substitution requests will be considered by Architect/Engineer up to 5 days before receipt of Bids.
- B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

- A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 1:00 AM on April 28, 2026. The meeting will convene in the Ogemaw Heights High School Central Office, 960 S. M33, West Branch, MI 48661. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the project site.
- B. Attendance is not mandatory but is strongly encouraged as no other opportunity for site examination will be provided.
- C. Representatives of the Architect/Engineer and Owner will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum

1.14 SUBCONTRACTORS

- A. The owner reserves the right to reject any proposed subcontractor(s) for reasonable cause.
- B. Refer to AIA Document A104-2017.

1.15 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit one copy of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, Specific Bid Category and Owner's name on the outside.
- C. Each Bid Category must be bid in its' entirety. Bid qualifiers that omit portions of the work will be grounds for rejection.
- D. Bidders may bid more than one Bid Category however each category must be bid separately, using separate Bid Forms, in separate envelopes.
- E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.16 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.
- D. Bidders that are "Iran Linked Businesses" as the term is defined in PA 517 of 2012, Iran Economic Sanctions Act are ineligible to Bid. Eligible Bidders must submit certification in accordance with the Act. Refer to Section 00 45 02.

1.17 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit in one of the following forms:
 - 1. Bid Bond in the amount of not less than five percent (5%) of the Bid Price on standard surety company form.
 - 2. Certified check payable to Owner in the amount of five percent (5%) of the Bid Price.
- B. Endorse Bid Bond in name of West Branch – Rose City Area Schools as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of West Branch – Rose City Area Schools.

1.18 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in AIA Document A104-2017.
- B. Include the cost of performance assurance bonds in the Bid Sum.

1.19 ALLOWANCES – Not Used

1.20 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.21 FEES FOR CHANGES IN THE WORK

- A. When the Architect/Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee allowed for Overhead and Profit shall be Ten Percent (10%) on the net cost of work by the General Contractor, and Ten Percent (10%) on the gross cost of work by a Subcontractor.

1.22 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.23 FAMILIAL DISCLOSURE STATEMENT

- A. Include Familial Disclosure Statement – 00 45 01.

- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.24 IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

- A. Include Iran Economic Sanctions Act Compliance Affidavit – 00 45 02.
- B. Complete all requested information in the affidavit.
- C. Signature of the affidavit shall be notarized.
- D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.25 BID OPENING

- A. Bids will be opened publicly and read aloud immediately following the closure of the bidding period in the Superintendent's office located in Ogemaw Heights High Schools at 960 S. M33, West Branch, MI 48661.
- B. Bidders may be present.

1.26 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.27 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Architect/Engineer on behalf of the Owner, will issue to the accepted Bidder, a written letter of Contract Award.
- C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- D. The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 7 days following its presentation shall execute Agreement and return it to the Owner.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM – STIPULATED PRICE

To: West Branch – Rose City Area Schools Central Office
c/o Gail Hughey, Superintendent
960 S. M33
West Branch, Michigan 48661

Project: West Branch – Rose City Area Schools
Ogemaw Heights High School Site Drainage and Miscellaneous Improvements
Project No. 294-22

Date: _____

Submitted by: _____
(full name)

(full address)

Estimator _____
(name)

(telephone)

(email address)

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect dated April 8, 2026 for the above named project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the

Stipulated Sum of: \$ _____ (numerical)

\$ _____ dollars in
lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included the costs of all required construction permits and inspections in the bid sum.
- We acknowledge that Damages will be assessed for our failure to achieve Substantial Completion and/or obtain approval for occupancy from the Michigan Bureau of Construction Codes (where applicable) prior to the dates indicated in the Contract Documents.

2. CONTRACT TIME

a. If this Bid is accepted, we will:

- Complete the Work by the _____ day of _____, 20_____, but not later than July 31, 2026.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- a. Execute the Agreement within five (5) days of receipt of Notice of Award by the Construction Manager.
- b. Commence work within three (3) days after written Notice to Proceed by the Construction Manager.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

5. BID FORM SIGNATURE(S)
The Corporate Seal of

(Bidder - print the full name of firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 52 14

AGREEMENT FORM - AIA STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 SUMMARY

- A. Document Includes:
 - 1. Agreement.

1.2 AGREEMENT

- A. AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as modified, forms the basis of Agreement Between the Owner and Contractor.

END OF DOCUMENT



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 18th day of May in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

West Branch-Rose City Area Schools
960 South M-33
West Branch, Michigan 48661

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

West Branch-Rose City Area Schools
Ogemaw Heights High School Site Drainage and Miscellaneous Improvements
AEA Project No. 294-22

The Architect:
(Name, legal status, address and other information)

Anthony P. Esson, Architect
P.O. Box 479
Gaylord, Michigan 49735

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENT
5 DISPUTE RESOLUTION
6 ENUMERATION OF CONTRACT DOCUMENTS
7 GENERAL PROVISIONS
8 OWNER
9 CONTRACTOR
10 ARCHITECT
11 SUBCONTRACTORS
12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13 CHANGES IN THE WORK
14 TIME
15 PAYMENTS AND COMPLETION
16 PROTECTION OF PERSONS AND PROPERTY
17 INSURANCE AND BONDS
18 CORRECTION OF WORK
19 MISCELLANEOUS PROVISIONS
20 TERMINATION OF THE CONTRACT
21 CLAIMS AND DISPUTES

EXHIBIT A TERMS OF CONTRACT FOR ESSER-FUNDED PROJECTS

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

Init.

A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: To be determined, but not later than July 31, 2026.

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3 due to circumstances within the reasonable control of the Contractor, Owner may at their sole discretion hold Contractor responsible for costs that Owner would not have otherwise incurred. Such costs may be withheld from Progress payments or Final payment as applicable.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

To be determined

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item
None

Units and Limitations

Price per Unit (\$0.00)

Init.

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
None	

(Paragraphs deleted)

(Table deleted)
(Paragraphs deleted)

(Paragraphs deleted)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the Architect-certified amount to the Contractor not later than the last day of the following month, unless and to the extent the Owner reasonably disputes the Application or Certification in good faith. If an Architect-certified Application for Payment is received by the Owner after the date fixed above, undisputed payments shall be made by the Owner not later than thirty (30) days after the Owner receives the certified Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Final Completion of the Work, the Owner may withhold retainage from the payment in an amount not less than ten percent (10%),

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5 % Per Annum (See MCL 438.31)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after Owner's agreement to the Architect's final Certificate for Payment, or as follows:

Init.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:23:40 on 04/13/2026 under Order No.20240062683 which expires on 09/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(892556634)

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- |]
- | Litigation in a court of competent jurisdiction
- |]

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

All Sections dated April 8, 2026 unless noted otherwise

Section	Title	Date	Pages
01 10 00	Summary		2
01 20 00	Price and Payment		3
01 30 00	Procedures		2
	Administrative Requirements		
01 33 00	Submittal Procedures		2
01 45 16.02	Density and Aggregate		4
	Testing		
01 50 00	Temporary Facilities and Controls		2
01 55 26	Maintaining Traffic		2
01 60 00	Product Requirements		3
01 70 00	Execution and Closeout		2
	Requirements		
01 71 23.16	Construction Staking by Contractor		1

31 23 01	Excavating, Filling, and Grading	10
31 25 00	Soil Erosion and Sedimentation Control	5
32 11 16	Granular Subbase	1
32 15 00	Aggregate Surfacing	1
32 31 13	Chain Link Fences and Gates	4
32 92 00	Turf Establishment	8
33 44 00	Storm Sewers	6

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

All Drawings dated November 30, 2023 and Issued for Bidding April 8, 2026 unless noted otherwise

Number	Title	Date
C100	Civil Legend and Notes	
C101	Civil Details	
C105	SESC Key	
C214	Site Plan – Southwest	
C304	Grading Plan – Southwest	

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[
[
(Paragraphs deleted)
[

[

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

.1 Accepted portions of Contractor’s Bid Response

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the

execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The parties acknowledge that, due to the incorporation of several Contract Documents, the possibility exists (and is likely) that conflict or ambiguity may exist between or among the Contract Documents. In the event of any such conflict or ambiguity between or among the Contract Documents, the terms most beneficial to the Owner shall govern, as determined in the Owner's sole discretion.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 Except as otherwise provided herein or in the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

(Paragraphs deleted)

§ 7.5.3 The Drawings, Specifications, and other documents and all data used in compiling any tests, surveys, or inspections at the Project Site and the results therefrom, as well as all photographs, drawings, specifications, schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the

Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to an appropriate representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if an acknowledgement of receipt is received from the recipient or proof of receipt is otherwise established. The parties acknowledge that an appropriate representative of the Owner shall have authority only to the extent provided by the Owner's Board of Education.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to an appropriate representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. The parties acknowledge that the Owner's administrators, employees, representatives, and agents have authority only to the extent expressly provided by the Owner's Board of Education and that, by law, all parties dealing with the Owner must ascertain such authority before relying on the actions or representations purported or implied to be on behalf of the Owner.

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner, subject to its experience, expertise, and judgement, and shall exercise proper precautions relating to the safe performance of the Work. The Contractor acknowledges and agrees that the Architect is responsible for design, that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents or to notify Contractor of same, and that the Owner does not warrant the accuracy and adequacy of any Contract Documents.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including, but not limited to, those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in limitation of the Owner's rights under any provision of the Contract Documents.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have (including any claim against the Contractor's performance bond), correct such default or neglect. The Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, including but not limited to the location of utilities, and correlated personal observations and inspections with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require, with a copy of same to be forwarded to the Owner.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The 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.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.2.3 The Contractor shall immediately notify the Architect of delays of any other Contractors that could impact timely coordination and completion of the Work. The Contractor shall be deemed to have accepted prior work when it commences provision of subsequent Work and shall be responsible for the cost of repair, replacement, or reconstruction if the prior work is found to be improper.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 Asbestos-Free Product Installation

§ 9.3.4.1 It is hereby understood and agreed that no product and/or material containing asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or its employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

§ 9.3.4.2 The Contractor also shall be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 9.3.4.1.

§ 9.3.4.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment in a form acceptable to the Owner.

§ 9.3.5 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 hire, tenure conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Contract.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents expressly require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents expressly require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor warrants that the Owner will have good title to the Work and all materials and equipment incorporated into the Work. The Contractor warrants that all Work and materials and equipment incorporated into the Work shall be fit for the purposes for which they were intended. The Contractor warrants that all Work and materials and equipment incorporated into the Work shall be merchantable. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within 72 hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such 72 hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

The Contractor shall, at the time of final completion of the Work and as a condition precedent to final payment to the Contractor, assign to the Owner all manufacturers' warranties related to the materials and labor used in the Work. The Contractor further agrees to perform the Work in such manner as to preserve any and all such manufacturers' warranties and deliver to the Architect the warranties, project manuals, operating procedures, and other materials related to each of the building systems and materials included in the Contractor's Work and as required by the Specifications.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall pay

Init.

/

all local, state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from same.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. The Contractor acknowledges and understands that the work schedule will be modified from time-to-time with the Owner's approval to coordinate with the work of others and that such schedule changes do not give rise to a claim for damages or additional compensation by the Contractor for delay or otherwise. The Contractor shall be required to conform to the most recent Owner-approved schedule and acknowledges that fact was taken into account when it agreed to the Contract Sum and entered into this Contract. The Contractor shall cooperate with the Architect and Owner in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other contractors or the construction or operations of the Owner's own forces.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design

shall comply with applicable codes and ordinances. Subject to its professional skill, experience, and expertise (if applicable), and except as otherwise set forth in the Contract Documents, each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor will also consult with the Owner and Architect concerning necessary operations at the Project site to minimize construction impacts on the Owner, including but not limited to its educational operations.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold harmless the Owner and Architect from any and all cost, damage, or loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and the costs of correcting defective work, arising out of or resulting from performance of the Work, , but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, or the Contractor's breach of this Agreement, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and hold harmless the Owner and Architect from and against the payment of the following:

- .1 all loss by fines, penalties or corrective measures resulting from acts of the Contractor or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees
- .2 all contributions, taxes, or premiums (including interest and penalties thereof) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county, and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under this Contract;
- .3 all sales, use, personal property and other taxes (including interest and penalties thereof) required by any federal, state, county, municipal, or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work; and
- .4 all pension, welfare, vacation, annuity, and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.
- .5 any claim, damage, loss or expense, including, but not limited to, actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution, or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed, or dispersed of by Contractor.

§ 9.15.4 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner or Architect is named as a party, the Contractor shall immediately advise the Owner and Architect, in writing, of such claim or lawsuit and shall provide a full and complete copy of any documents or pleadings thereto, as well as a full and accurate report of the facts involved.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment and with the Owner's written concurrence during the correction period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction or more frequently as required by law, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work, when fully completed, will be in accordance with the Contract Documents. Except as otherwise set forth in the Owner/Architect Agreement, the Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to, construction supervision.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the Work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Except as required by the Owner/Architect Agreement, the Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and, except as provided in the Owner/Architect Agreement, will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing

portions of the Work. The Architect shall provide all services and duties that may be performed by an "Architect" or "Engineer" in 1937 PA 306 and 1980 PA 299, including but not limited to, construction supervision.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect will make initial interpretations on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any reasonable interpretations rendered in good faith.

§ 10.9 The Architect's interpretations relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, taking into consideration the Owner's or Architect's reasonable objection in good faith, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. The Contractor shall ensure that the Owner is made an express third-party beneficiary of any agreement between the Contractor and Subcontractor (or between a Subcontractor and any sub-subcontractor) related to the Work.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor.

Init.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Contract amendment, written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect, with the Owner's approval, will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. If the parties cannot agree on a final adjustment to the Contract Sum and/or Contract Time, the Contractor's sole remedy is to timely file a Claim in accordance with this Agreement.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall either: (i) timely file a Claim in accordance with this Agreement, or (ii) notify the Owner and the Architect in writing and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall timely provide written notice to the Owner and Architect before conditions are disturbed, including such notice as required by 1998 PA 57, which is incorporated herein by reference. If appropriate, the Contract Sum and Contract Time may be adjusted as mutually agreed between the Owner and Contractor.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 Provided the Contractor timely and properly submits a Claim as required by this Agreement, if the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, significant abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner and Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21. In the event the Contractor is hindered in the commencement or progress of the Work by someone other than the Owner, and in the event the Contractor claims damages as a direct and proximate consequence thereof (including, but not limited to, extended general conditions, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and as to the Owner, the Contractor's claims of delay damages are hereby waived. The Contractor's sole and

exclusive remedy regarding such claims for such delay damages shall be to pursue such claims directly against the individual or entity which caused the delay.

For any delay claims raised against the Owner, the Contractor's sole and exclusive remedy is an extension of time to perform the Work not to exceed the time frame of any proven delay. Under no circumstances is the Contractor entitled to monetary delay damages from the Owner.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Off-site storage by the Contractor is discouraged.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.4.1 Each Contractor Application for Payment shall be accompanied by (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which previous Applications for Payment have been submitted and for which the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens from the Contractor and each of its Subcontractors, materialman, suppliers and laborers addressing all previous Applications for Payment submitted for the Project.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents

Init.

upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect, in writing, together with the certification to which it pertains. However, unless otherwise required by the Owner/Architect Agreement, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied, or the Contractor is in default on the Agreement;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents
- .8 the Work not having progressed to the extent set forth in the Application for Payment;
- .9 representations of the Contractor are untrue;
- .10 failing to conform to Project Schedule;
- .11 default in the performance of any obligation to the Owner under another contract; or
- .12 failure to provide sufficiently skilled workers.

§ 15.4.4 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

§ 15.4.5 If the Contractor disputes any determination by the Owner or Architect with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 15.4.6 Notwithstanding anything herein to the contrary, the Owner has no obligation to pay the Contractor absent receipt of a Certificate for Payment for the requested amount, and neither the Architect's failure to issue a Certificate for Payment nor the Architect's failure to notify the Contractor and/or Owner of a withheld Certificate for Payment creates an obligation on the Owner to pay the Contractor. The foregoing sentence shall not operate to limit the right of the Owner to dispute amounts requested by the Contractor or to withhold payments from the Contractor as provided in the Contract Documents.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment (a "punch list"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than fifteen (15) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and any remaining payments due the Contractor shall be withheld by the Owner. The Contractor shall promptly notify the Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Architect's fees for re-inspection of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to pay such costs out of retainage held by the Owner on the Contractor's contract. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or

Init.

otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents, (7) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (8) a general release executed by the Contractor on a form provided by the Architect, (9) all close-out documents, (10) all warranties collected and provided in an acceptable manner, and (11) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 15.7.3 The making of final payment shall not constitute a waiver of claims by the
(Paragraphs deleted)
Owner.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment and specifically referenced as being an exception to the waiver contained in this Section 15.7.4.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take every reasonable precaution for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall take all reasonable safety precautions with respect to the Work, shall comply with all industry standard safety measures, shall comply with all applicable laws, including but not limited to compliance with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, including but not limited to, under Sections 16.1.2 and 16.1.3. The Contractor may make a timely claim as permitted by this Agreement for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of others, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 If the Contractor or any Subcontractor chooses to use any systems, equipment, facilities, or services which have been incorporated in the Project as a permanent part thereof by any other, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

§ 16.3 The Contractor acknowledges that the safety of the Owner's students, employees and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Without limiting the foregoing sentence, the Contractor shall comply with all laws applicable to student and/or school safety.

§ 16.4 Notification of Utility Companies

§ 16.4.1 At least five (5) working days prior to the start of work in areas which may involve existing utility lines, the Contractor shall notify the MISS DIG notification system, as legally required and, if applicable, any Registered Utility Protection Service of the utility company possibly affected by the planned work by certified mail with return receipt requested.

§ 16.4.2 The utility company should, upon receipt of notice, stake, mark or otherwise designate the location (and depth) of their lines, or temporarily move the line(s).

§ 16.4.3 The Contractor shall immediately report to the respective utility company any break or leak in its lines, or any dent, gouge, groove or other damage to the utility line or to its coating or cathodic protection made or discovered in the course of the Work.

§ 16.4.4 The Contractor shall immediately alert the Owner, Architect and occupants of nearby premises of any and all emergencies caused or discovered in the utility line(s) in the course of the Work.

§ 16.5 Security

§ 16.5.1 All construction participants, including the Contractor, Architect, Subcontractors, etc., shall cooperate with the Owner's security personnel and shall comply with all of the Owner's security requirements. Such requirements shall include, without limitation, if requested by the Owner, delivering to the Owner's security personnel, prior to the commencement of the Work on each day, a list of all personnel who will be permitted access to the Work. The foregoing, however, shall not relieve the Contractor of any obligation to provide a safe and secure workplace for all parties entering the Project Site. The Contractor shall be responsible to implement commercially reasonable data security protection measures to protect the Owner's networks and data when performing technology-related Work.

§ 16.6 Fire Protection

§ 16.6.1 The Contractor shall maintain free access to the building areas for firefighting equipment and shall at no time block off main roadways or fire aisles without providing adequate auxiliary roadways and means of entrance for firefighting equipment, including heavy fire department trucks, where applicable.

§ 16.6.2 The Contractor shall at all times cooperate with the Owner and kept the municipal fire department informed of the means of entrance and changes to the roadways or fire aisles as needed to provide fire department access to or around the Project Site.

§ 16.6.3 The Contractor shall, during the entire construction period and until the completion of the Work, provide and maintain all material, equipment, and services necessary for an adequate fire protection system, which shall meet the approval of the Owner and/or the Architect. The system shall, at a minimum, meet the requirements set forth in the Contract Documents and of applicable laws. These requirements shall be augmented and/or the installations relocated, as may be necessary to meet, at all time, the demands of adequate protection in all areas and shall not be reduced prior to the completion of the Work with the written approval of the Owner and/or the Architect.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately to address shutdown, delay, and start-up.

§ 16.2.2

§ 16.2.3

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as required by law and as otherwise described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000.00) each occurrence, two million dollars (\$ 2,000,000.00) general aggregate, and two million dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy and that the Contractor's insurance shall be primary.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or

omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04. The Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company's liability under this policy shall not be reduced by the existence of such other insurance."

§ 17.1.13 Immediately after the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, but in no event less than three days after becoming aware or the coverage actually lapsing, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration, including the Contractor's plan to immediately procure replacement insurance as required by the Contract Documents to avoid any lapse in coverage. Contractor's failure to do so is a material breach of this Agreement, shall entitle the Owner to purchase replacement insurance at Contractor's sole cost, and shall subject the Contractor to any and all damages related to its failure to comply with its required insurance obligations. Further, upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This policy will exclude any tools, equipment, scaffolding, glass breakage, etc., owned or rented by the Contractor or Subcontractors and materials stored on the site, but not incorporated into the Project. The Contractor shall be responsible for protecting all product until the Date of Final Completion is established by the Architect. The Contractor shall replace any Work if damaged before Final Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 17.2.2.2

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the party causing the insurable event shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; and (2) the Contract Time and Contract Sum shall be negotiated. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 Superior to any other provision herein or elsewhere in the Contract Documents, any references to "waiver of subrogation" or such similar provisions are hereby deleted and shall be declared to have no effect.

§ 17.2.2.7.2

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Not Applicable	

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall be required to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. The bonds shall each be in the amount of 100% of the Contract Sum and otherwise comply with the terms of MCL 129.201, et seq.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including work of other Contractors or Subcontractors, compensation of consultants, any delay or related damages, attorneys' fees incurred by the Owner, additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. The Owner shall have the right to charge the Contractor for any such costs and expenses and to deduct such amounts from any future payments due the Contractor.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

Init.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Article 18 for a period of one-year beyond completion of the corrective Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the State of Michigan in all respects, except that Claims and causes of action brought by the Owner shall not be deemed untimely if filed within six (6) years of Substantial Completion of the entire Project.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Scott Kearns, Maintenance Director
West Branch-Rose City Area Schools
960 South M-33
West Branch, Michigan 48661
kearnss@wbrc.k12.mi.us
Tele: 989-387-5725

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

/

§ 19.7 The Owner, being a governmental unit, is protected by the Michigan Void Construction Contracts Act, MCL 691.991.

§ 19.8 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

§ 19.9 All Contractor employees assigned to work under this Agreement may, at Owner's discretion, be subject to a background check and clearance by the Owner. Failure to obtain such clearance from the Owner may result in mandatory dismissal from the Owner's property and/or termination of the Agreement.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to make an undisputed payment as provided in Section 4.1.3 for a period of 30 days beyond the due date, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work timely and properly executed

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- .5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of the Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent..

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.2.1 In the event the Contractor's surety bond requires notice of intent to declare a default of the Contractor and if such bond notice is provided by the Owner, such notice shall be adequate to satisfy the three (3) day written notice described above in this Section.

§ 20.2.2.2 The three (3) day notice period identified in this Section does not give rise to an opportunity for the Contractor to cure the cause for termination. Further, the Owner's failure to properly follow the termination procedure shall not be a substantial or material breach of the Contract or the Owner's obligations.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work timely and properly executed and costs incurred by reason of such termination.

Init.

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for an interpretation. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial interpretation by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor shall be initiated by notice to the Owner and Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Contractor's failure to timely and properly initiate a Claim shall be an absolute and irrevocable waiver of such Claim and any cause of action. Claims and causes of action by the Owner shall be governed by the applicable statute of limitations period, except when a provision of the Contract Documents provides a longer period. The parties acknowledge, understand, and agree that the Contractor's required prompt filing of a Claim is critical to the Project, as Contractor Claims often affect the Project schedule and/or Project budget, and that the deadline and waiver applicable to Contractor Claims is a material inducement to the Owner entering into an agreement with the Contractor. The Contractor's timely submission of a Claim shall be a condition precedent to pursuing a Cause of Action, in accordance with Section 21.3.

§ 21.2.2

§ 21.3 Time Limits on Claims and Causes of Action

The Owner shall commence all claims and causes of action against the Contractor in accordance with the statutes of limitation applicable under Michigan law, except that no claim or cause of action shall be untimely if filed within six (6) years of substantial completion of the entire Project. The Contractor shall commence all causes of action arising out of or related to the Contract by first complying with the Claims procedure set forth above in Section 21.2 and, if a Claim is timely and properly filed and resolved, by filing in accordance with the statute of limitations applicable under Michigan law. The Contractor waives all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 21.6

§ 21.7

§ 21.8

§ 21.9

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim or cause of action, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

Init.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:23:40 on 04/13/2026 under Order No.20240062683 which expires on 09/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(892556634)

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes

(Paragraphs deleted)

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.

This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

**WEST BRANCH ROSE CITY AREA
SCHOOLS**

OWNER *(Signature)*

Gail Hughey, Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Owner occupancy.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project comprises site drainage and miscellaneous improvements to the Ogemaw Heights High School site.
- B. Perform Work of the Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Drawings and specifications may describe work to be completed by Owner. Where so indicated, cooperate with Owner to coordinate sequencing and scheduling of the work of the contract, and work by the Owner.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Vehicular access to the site is limited to existing paved or gravel drives and parking areas. Where vehicular access across concrete sidewalks is required in connection with the work, Contractor shall protect sidewalks from damage using appropriate matting or bridging. Where vehicular access across lawns is required in connection with the work, Contractor shall restore lawn areas to original condition (fine grading, topsoil, seed and mulch).
- C. Coordinate site access routes with Owner.
- D. Coordinate disruption of any utility service or system which may affect the Owners use of the premises for normal operations.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy areas of the site and premises during the entire period of construction for the conduct of normal summer operations. Coordinate with the Owner to allow access by Owner personnel for cleaning, general maintenance, and other work by Owner.
- B. Schedule the work with the Owner to accommodate Owner occupancy and to allow the Owner to use spaces prior to, and after completion of work in individual spaces.
- C. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.
- B. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowance.
- B. Schedule of values.
- C. Applications for payment.
- D. Change procedures.
- E. Unit Prices.
- F. Bid Alternates.
- G. Defect assessment.

1.2 CONTINGENCY ALLOWANCES

- A. Include in the Contract, a stipulated sum/price of \$15,000.00 for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and General Requirements as separate line items.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit one copy of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- B. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.
- C. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- D. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: AIA G701 Change Order.
- K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.6 UNIT PRICES – Not Used

1.7 BID ALTERNATES – Not Used

1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
 - 1. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
 - 2. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- C. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Architect/Engineer to assess defects is final.
- E. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Periodic construction visits.
- D. Project Record Documents.
- E. Acceptance of Preceding Work.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING - Not Used

1.4 PERIODIC CONSTRUCTION VISITS

- A. The Architect and Owner will visit the project site periodically. The purpose of the visits will be to monitor the progress and quality of the work.
- B. The Contractor's Site Superintendent shall be available for meetings with the Architect and Owner.
- C. Agenda:
 - 1. Review of Work in progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Maintenance of quality and work standards.
 - 8. Other business relating to Work.

1.5 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Contractor and each Subcontractor shall be responsible to update the as built drawings on a weekly basis.
- B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Product data.
- C. Shop drawings.
- D. Samples.
- E. Design data.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Electronic Submittals: Prepare and transmit submittals of Product Data, Shop Drawings, Design Data, Test Reports, Certificates, Manufacturer's Instructions, and Erection Drawings to Architect in electronic (.pdf) format.
- B. Transmit electronic submittals with Contractor's transmittal form:
 - 1. Sequentially number submittals.
 - 2. Identify Project, Contractor, subcontractor and supplier.
- C. Include Contractor's certification (stamp), signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from Contractor. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner's completion schedule. Notify Architect/Engineer of long lead time items requiring expedited review.
- F. Where submittals are broad form, mark submittals to indicate specific products proposed.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

- H. Architect will return files electronically following review. Contractor shall distribute copies of reviewed submittals to appropriate parties.
- I. Contractor shall produce and provide a paper copy of approved submittals to the Architect, and to governing authorities upon request.
- J. Contractor shall provide a paper copy of approved submittals to the Owner at closeout.
- K. When required to be revised for resubmission, revise or include designated items and resubmit complete submittal package.
- L. Submittals not requested will not be recognized or processed.

1.3 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.4 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

1.5 SAMPLES – Not used

1.6 DESIGN DATA – Not used

1.7 TEST REPORTS – Not used

1.8 CERTIFICATES – Not used

1.9 MANUFACTURER'S INSTRUCTIONS – Not used

1.10 MANUFACTURER'S FIELD REPORTS – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 45 16.02
DENSITY AND AGGREGATE TESTING

PART 1 - GENERAL

1.01 Work Included

This work includes material testing of soil, aggregates, stabilized mixtures, and pulverized pavement mixtures.

1.02 References

- A. Michigan Department of Transportation 2020 Standard Specifications for Construction
- B. Michigan Department of Transportation Density Testing and Inspection Manual
- C. Michigan Department of Transportation Procedures for Aggregate Inspection
- D. Michigan Test Methods (MTM)

1.03 Related Work

- A. Section 31 23 01 – Excavating, Filling, and Grading
- B. Section 32 11 16 – Granular Subbase
- C. Section 32 15 00 – Aggregate Surface
- D. Section 33 44 00 – Storm Sewers

1.04 Quality Assurance and Quality Control

A. Soil and Aggregate Density Testing

- 1. The Contractor is responsible for all quality control density testing on this project. The Engineer will complete quality assurance density testing at a random rate.

B. Sand and Aggregate Gradation

The Contractor is to supply sand and aggregates in the Michigan Department of Transportation gradations, as specified by the project specifications.

Contractors are encouraged to use “prequalified” Michigan Department of Transportation aggregate sources. If the Contractor elects to use a non-prequalified source, then the Contractor shall be responsible for supplying the Engineer with Sieve Analysis (MTM109) and Loss by Washing (MTM108) at the following rates:

Coarse Aggregates	1 per 1,000 tons
Dense-Graded Aggregates	1 per 1,000 tons
Open-Graded Aggregates	1 per 1,000 tons
Granular Material Class I	1 per 1,000 tons
Granular Material Class II and IIA	1 per 3,000 cubic yards
Granular Material Class III	1 per 10,000 cubic yards
Fine Aggregate	1 per 1,000 tons

All Sieve Analysis and Loss by Washing reports shall be signed and sealed by a Professional Engineer.

1.05 Job Conditions

A. Access for Testing

The Contractor shall provide the Engineer safe access for testing technicians to complete any required testing. Reasonable time for testing shall be allowed by the Contractor.

B. Safety

The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with MIOSHA P.A. 154.

PART 2 - PRODUCTS

2.01 Submittals

The Contractor shall submit a Quality Control Testing plan to be approved by the Engineer. The Quality Control Testing plan shall include, at a minimum, the company performing the testing, certifications, equipment calibration reports, frequency of testing, procedure for notifying the Engineer if tests fail to meet specifications, corrective action plan, and sample form that will be used to document material testing results. The Contractor shall submit the approved form documenting results within three days of material testing.

PART 3 - EXECUTION

3.01 Minimum Percent of Compaction for Aggregates

The following are a minimum percent compaction for typical items of work. Note: Higher percent compaction may be required for specific items of work, see specifications for those items.

A. Original Ground

Road Embankment Areas	90 percent
Bridges – within the limits as shown on the plans	95 percent

B. Cut Areas

Cuts requiring Sand Subbase	95 percent
Cuts not requiring Sand Subbase	95 percent
Subgrade for HMA Base, Aggregate Base, and Concrete Widening	95 percent
Trenches for under HMA Shoulders	98 percent*

C. Embankments and Backfill

Regular	95 percent* (within top 3 feet)
Abutments with Piling	95 percent
Abutments without Piling	100 percent
Foundation Undercut Backfill	100 percent
Backfill for Bridges, Culverts, Utilities, Manholes, Catch Basins,	

Edge Drains, and Subgrade Undercuts	95 percent
Foundations and Miscellaneous Structures	95 percent

D. Pavement Structure

Subbase	95 percent*
Subbase for Slope Paving	90 percent
Aggregate Base under Concrete Pavement	95 percent*
Aggregate Base under HMA Pavement	98 percent*
Pulverized HMA Aggregate Base	98 percent
Recycled Concrete Aggregate Base – under Concrete Pavement	95 percent
Recycled Concrete Aggregate Base – under HMA Pavement	98 percent
Aggregate Base – Sleeper Slab and Bridge Approach	98 percent
Shoulders – Class I	98 percent*
Shoulders – Class II, III, and IV	95 percent*
OGDC – used under Concrete and HMA Pavement	95 percent*
OGDC – used under Concrete and HMA Pavement (recycled material)	98 percent*

* May NOT exceed optimum moisture

3.02 HMA Density

The density control target, “Theoretical Maximum Density” (TMD) for HMA shall be calculated using the Gmm from the Contractors approved HMA mix design. $TMD = Gmm \times 62.4$.

HMA Base Course	92 percent to 98 percent
HMA Leveling Course	92 percent to 98 percent
HMA Top Course	92 percent to 98 percent

The HMA layer must meet the required density target before the succeeding lift or traffic is placed on the pavement.

3.03 Testing Frequency

Each layer must be tested and meet compaction requirements before the succeeding layer is placed. The Engineer will test at a rate that is warranted for field conditions and Contractor means and methods. The list of frequencies below are minimums.

Subgrade	1 test per 500 feet per width of 24 feet or less
Embankment	1 test per 1,000 cubic yards of material and every lift
Subbase	1 test per 500 feet per width of 24 feet or less
Backfill	1 test per 300 cubic yards of material
Aggregate Base Course	1 test per 500 feet per width of 24 feet or less
HMA Mixtures	1 test per 500 feet per width of 24 feet or less
Shoulders	1 test per 1,000 feet each side
Sleeper Slab	1 test per bridge approach per stage
Foundations and Miscellaneous Structures	1 test per 1-foot lift or per 300 cubic yards
Trenching	1 test per 1,000 feet each side

3.04 Compaction Efforts

The Contractor shall continue to make compaction efforts to obtain the minimum standards given within this specification upon notification of a failing test. A passing test is required at every location of a failing test prior to starting the next related item of work.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Telephone service.
 - 2. Email service.
 - 3. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Water Control.
 - 3. Dust Control.
- D. Removal of utilities, facilities, and controls.

1.2 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.3 EMAIL SERVICE

- A. Provide, maintain, and pay for email service to site Superintendent and Project Manager at time of project mobilization

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.5 VEHICULAR ACCESS

- A. Use designated existing on-site roads and parking areas for construction traffic.

1.6 PARKING

- A. Use of designate existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of existing parking facilities by construction personnel is permitted. Do not park in lawn or landscaped areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 WATER CONTROL

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.10 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Restore site areas damaged or disturbed by construction to preconstruction condition including fine grading, seeding, sodding and mulching as applicable.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 55 26
MAINTAINING TRAFFIC

PART 1 - GENERAL

1.01 Work Included

The Contractor shall execute the work in a manner such that traffic is maintained and access is provided to all residences, businesses, and commercial establishments.

1.02 References

- A. Michigan Department of Transportation 2020 Standard Specifications for Construction
- B. Michigan Manual on Uniform Traffic Control Devices

PART 2 - PRODUCTS

2.01 Signing

Signing and barricading shall be provided by the Contractor in accordance with the details on the plans, the Michigan Manual on Uniform Traffic Control Devices, the Michigan Department of Transportation Maintaining Traffic Typical, and the requirements of the road agency. Barricades left in place after dark shall be lighted.

The Contractor shall submit a plan of the proposed traffic control to the Engineer for review.

PART 3 - EXECUTION

3.01 Maintain Access to all Properties

It shall be the Contractor's responsibility to notify residents or occupants of property along the project of temporary closures of driveways or roads, in writing, a minimum of 24 hours in advance of closure. Sufficient advance warning shall be provided to allow notification of all affected parties. A copy of the written notification shall be provided to the Engineer.

The duration of any closure shall be limited to the minimum length of time necessary to complete the particular task requiring the closure. In no case shall a closure extend overnight, unless approved by the Engineer or Owner.

Upon completion of pipe installation or other work requiring a closure of a driveway, road, or sidewalk, the area shall be backfilled and regraded to meet adjacent grades. A temporary gravel surface shall be provided and maintained by the Contractor. The gravel shall meet the requirements of 23A series aggregate, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction. Recycled HMA may also be utilized after approval of material by the Engineer. The gravel shall be placed to a depth of at least 8 inches.

3.02 Protection of Hazardous Areas

Excavation and hazardous areas shall be protected by barricades or snow fence. Barricades left in place at night shall be lighted.

3.03 Corrective Action

If in the Engineer's or Owner's opinion inadequate protection or maintenance of traffic is provided, the Engineer or Owner will attempt to contact the Contractor and notify them of the deficiency. If the Contractor cannot be notified or fails to make prompt corrections, the Owner or Engineer may authorize that said deficiencies be corrected by others. The cost of making such corrections will be charged to the Contractor.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- I. Products stored on the roof shall be distributed evenly over the roof area as to not overload structural capacities of load bearing members or components.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with an “Or Equal” provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an “or equal” provision will not be acknowledged. Acceptability of “or equal” Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.
- D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Demonstration and Instruction
- D. Project record documents.
- E. Operation and maintenance data.
- F. Manual for materials and finishes.
- G. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit certification that the work is Substantially Complete and Contractor's list of items to be completed to the Architect.
- B. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.
- C. Submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.
- D. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- F. Owner will occupy all of building as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING – Not Used

1.4 DEMONSTRATION AND INSTRUCTIONS – Not Used

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- F. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA – Not used.

1.7 MANUAL FOR MATERIALS AND FINISHES – Not used

1.8 PRODUCT WARRANTIES AND PRODUCT BONDS – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 71 23.16
CONSTRUCTION STAKING BY CONTRACTOR

PART 1 - GENERAL

1.01 Work Included

The Contractor is responsible to provide all staking and layout necessary for construction of the project.

1.02 Notifications

In the event that it appears there is an error or contradiction between plan grades, construction stakes, and/or actual conditions, the Contractor shall notify the Owner or Engineer immediately.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 Requirements

The Contractor is responsible to provide such layout and control work as may be required for construction of the proposed improvements.

The Contractor shall provide workers competent in the layout and control work necessary. The Contractor shall provide the equipment and materials necessary for establishing the necessary control and layout.

Pipelines, 8 inches or larger that are to be laid at a uniform grade, shall be laid using a laser for alignment control.

3.02 Plan Grades and Alignment

The horizontal alignment of manholes and drainage structures will be from the center of casting, unless otherwise noted.

Final casting elevation for drainage structures and manholes shall be determined by the Engineer after grading is completed.

END OF SECTION

SECTION 31 23 01
EXCAVATING, FILLING, AND GRADING

PART 1 - GENERAL

1.01 Work Included

The work of excavating, filling, and grading includes, but is not necessarily limited to:

- A. Excavating for footings and foundations;
- B. Filling and backfilling to attain indicated grades;
- C. Trenching and trench backfilling;
- D. Rough and finish grading of the site; and
- E. Furnishing and installing granular cushion under concrete slabs on grade.

1.02 References

Where materials or methods of construction are listed as being in conformance with a standard specification, it shall refer to the latest edition of the standard specification or any interim revision.

- A. ASTM C618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
- B. Michigan Department of Transportation 2020 Standard Specifications for Construction

1.03 Related Work

- A. Section 01 45 16.02 – Density and Aggregate Testing
- B. Section 31 25 00 – Soil Erosion and Sedimentation Control

1.04 Job Conditions

A. Dust Control

Dust caused by the Contractor's operations during performance of the work, or resulting from the condition in which the Contractor leaves the site, shall be controlled by the Contractor. The Contractor shall use all means necessary to control dust on and near the work zone and all off-site borrow areas.

All surfaces shall be thoroughly moistened, as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

B. Protection

The Contractor shall use all means necessary to protect all materials before, during, and after installation and to protect all objects designated to remain.

In the event of damage, the Contractor shall immediately make all repairs and replacements

necessary to the approval of the Engineer and at no additional cost to the Owner.

C. Safety

The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with MIOSHA P.A. 154.

D. Permits

Unless otherwise provided, the Contractor is responsible to obtain and comply with permits required under Parts 31 and 91 of Michigan PA 451 of 1994 (Natural Resources and Environmental Protection Act) and any local ordinances.

PART 2 - PRODUCTS

2.01 Fill Material – General

All fill material shall be subject to the approval of the Engineer.

For approval of fill material, notify the Engineer at least four working days in advance of intention to import material, designate the proposed borrow area, and permit the Engineer to sample, as necessary, from the borrow area for the purpose of making acceptance tests to prove the quality of the material.

2.02 Fill, Trench, and Structural Backfill Material

Fill material, unless specified otherwise, shall be soil or soil-rock mixture that is free from organic matter and other deleterious substance. It shall contain no rocks or lumps over 6 inches in greatest dimension and not more than 15 percent of the rocks or lumps shall be larger than 2½ inches in greatest dimension.

Fill material obtained from offsite sources shall meet the requirements of the preceding paragraph and additionally, shall be predominantly granular with a maximum particle size of 2 inches and a plasticity index of 12 or less.

Fill material placed within 2 feet horizontally of the base of building foundations and/or slabs shall have a plasticity index of 15 or less.

2.03 Sand

Sand shall meet the requirements of Granular Material Class II, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.04 Granular Cushion

Granular cushion under slabs shall meet the requirements of Granular Material Class II, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.05 Sand for Backfill

Sand shall meet the requirements of Granular Material Class II, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.06 Stone for Pipe Bedding

Stone shall meet the requirements of Series 6AA aggregate, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.07 Stone for Backfill

Stone shall meet the requirements of 21AA crushed aggregate or 4G open-graded aggregate, as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.08 Flowable Fill

Flowable fill shall be a mixture of Portland cement, fly ash, sand, and water in the following proportions.

Flowable Fill Mixture Ratios		
Material	Type	Quantity
Portland Cement	Type I or IA	50 lb/cyd
Fly Ash	ASTM C618, Class C or F	500 lb/cyd
Sand	MDOT 2NS	2,850 lb/cyd
Water		Approx. 376 lb/cyd (sufficient to produce desired flowability)

Flowable fill shall be produced and delivered at a minimum temperature of 50 degrees Fahrenheit. Mixtures shall be transported to the point of placement in a revolving drum mixer or agitator.

2.09 Geotextile

Geosynthetics must be composed of long-chain synthetic fiber of at least 85 percent, by weight, polyolefins or polyesters. Geosynthetics must be capable of resisting degradation from chemicals, mildew, rot, and ultraviolet (UV) light.

Geotextile used to prevent intermixing of soft subgrade and subbase materials shall meet the requirements per the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown in Table 910-1 for geotextile stabilization and separator.

2.10 Other Materials

All other materials not specifically described, but required for a complete and proper installation, shall be as selected by the Contractor and subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 General

Prior to all work of this section, the Contractor shall become thoroughly familiar with the site, the site conditions, and all portions of the work falling within this section. The Contractor shall not allow or cause any of the work performed or installed to be covered up or enclosed by work of this section prior to all required inspections, tests, and approvals. Should any of the work be enclosed or covered up before it has been approved, the Contractor shall uncover all such work at no additional cost to the Owner. After the work has been completely tested, inspected, and approved, the Contractor shall make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.

The Contractor shall excavate ahead of the proposed utility installation to expose any existing buried utilities. If existing utility grades conflict with the proposed utility grade, the proposed utility grade may be adjusted by the Engineer, if necessary, to miss the existing utility grade at no additional expense to the contract.

3.02 Geotextile Stabilization and Geotextile Separator

Deliver and store geosynthetics in packaging capable of resisting UV radiation, contaminants, and moisture. Label each unit of material with product information, including supplier and lot identification. Do not expose geosynthetics to direct sunlight for prolonged periods. Repair or replace damaged geosynthetics at no additional cost to the project.

A. Geotextile Placement

Place or install geotextile products in accordance with the manufacturer's installation guidelines and this subsection.

Do not operate equipment required to place backfill directly on geotextile products. Eliminate wrinkles or waves that develop during placement. Place the products in direct contact with the soil below before placing backfill on the geotextile products.

Shingle-lap longitudinal and transverse joints at least 2 feet, or seam the joints in accordance with the manufacturer's recommendations. Ensure field or factory seams meet the minimum grab tensile strength for the product application. Place seams facing upward for inspection purposes.

Repair tears or damage to the geotextile in accordance with the manufacturer's recommendations.

B. Aggregate or Granular Material Placement

Spread and grade the first layer of aggregate or granular material after placing geotextile to create a stable work platform before compaction. Place additional aggregate or granular material, as required, and compact. Fill ruts with additional aggregate or granular material and compact before placing each subsequent layer. The cost of aggregate or granular material, including additional quantities required to fill ruts, is included in the unit prices for related pay item(s).

3.03 Excavating

Where depressions result from, or have resulted from, the removal of surface or subsurface obstructions, the Contractor shall open the depression and remove all debris and soft material as directed by the Engineer.

The Contractor shall excavate to the grades shown on the drawings. Where excavation grades are not shown on the drawings, excavation shall be completed, as required, to accommodate the installation.

All over-excavated areas shall be backfilled and compacted at no additional cost to the Owner.

3.04 Preparation of Subgrade

After the site has been cleared, stripped, and excavated to within 6 inches of the specified depths for recompaction, the exposed surface shall be scarified to a minimum depth of 6 inches, thoroughly moisture-conditioned, and compacted to the requirements specified below for fill.

All ruts, hummocks, and other uneven surfaces shall be removed by surface grading prior to placement of fill.

3.05 Subgrade Undercutting

Subgrade undercutting shall be performed to replace material susceptible to frost heaving, differential frost action, or unstable soil conditions, as determined by the Engineer.

After the subgrade has been excavated to the approximate grade, the Engineer will inspect the grade to determine if subgrade undercutting is required and to determine the limits of such undercutting. The Contractor shall provide suitable equipment for proof rolling the grade. The inspection, proof rolling, and subgrade undercutting shall be completed prior to placing any embankment, road base, or pavement.

The Contractor shall undercut the subgrade within the limits defined by the Engineer. All excavated material resulting from the undercutting shall become the Contractor's property disposed of outside the project limits, unless otherwise directed. The volume of earth removed by subgrade undercutting shall be replaced by suitable soils as follows:

- A. Type I Subgrade Undercutting - backfill with selected clay or similar material approved by the Engineer.
- B. Type II Subgrade Undercutting - backfill with sand.
- C. Type III Subgrade Undercutting
Backfill with the material excavated from subgrade undercut areas after mixing the excavated material to break up the undesirable strata of soils or with other Engineer-approved backfill material.
- D. Type IV Subgrade Undercutting

Backfill with 21AA crushed aggregate or 4G open-graded aggregate. Encapsulate 4G aggregate with geotextile separator.

Backfill material shall be compacted according to Section 01 45 16.02 – Density and Aggregate Testing.

3.06 Excess Water Control

Fill material shall not be placed, spread, or rolled during unfavorable weather conditions. Operations shall not resume until moisture content and fill density are satisfactory to the Engineer. Berms or channels shall be provided to prevent flooding of subgrade. All water collecting in depressions shall be promptly removed.

Where soil has been softened or eroded by flooding or placement during unfavorable weather, all damaged areas shall be removed and compacted as specified below for fill and compaction.

The Contractor shall provide suitable means and equipment to maintain excavations and other parts of the work free from water.

Dewatering means and methods shall provide dry excavations and the preservation of the final lines and grades of bottoms of excavations.

3.07 Fill and Compaction

After subgrade compaction has been approved by the Engineer, the Contractor shall place approved fill material in layers not exceeding 8 inches in uncompacted thickness.

The fill material shall be watered or aerated, as necessary, and thoroughly mixed to obtain a moisture content that will permit proper compaction.

Each soil layer shall be compacted to at least the specified minimum degree. The filling and compaction process shall be repeated until plan grade is attained.

A. Compaction Requirements

Unless otherwise specified on the drawings or in other sections of the specifications, fill and backfill shall be placed in 8-inch lifts and each lift shall be compacted to not less than the percentages of the maximum density stated in Section 01 45 16.02 – Density and Aggregate Testing.

Compaction by jetting will not be permitted unless specifically authorized by the Engineer.

3.08 Grading

Except as otherwise directed by the Engineer, the Contractor shall perform all rough and finish grading required to attain the elevations shown on the drawings.

Tolerances For Grading			
Rough Grade		Finish Grade	
Building, roads, and parking areas	Plus or minus 0.1 feet	Granular cushion under concrete slabs	Plus or minus 0.05 feet
Landscaped areas	Plus or minus 0.25 feet	Parking areas	Plus or minus 0.03 feet
		Landscaped areas	Plus or minus 0.1 feet

After grading is completed and has been accepted by the Engineer, the Contractor shall permit no further excavating, filling, or grading.

The Contractor shall use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

3.09 Excavating for Footings

Earth surfaces, upon which footings will be placed, shall be compacted in accordance with the compaction requirements established in this section of these specifications.

The Contractor shall verify that all compaction is complete and approved prior to excavating for footings.

The Contractor shall excavate to the required lines and grades. The bottom of trenches shall be cut level and all loose soil shall be removed. Where soft spots are encountered, unsuitable materials shall be removed and replaced with flowable fill at no additional cost to the Owner.

3.10 Placing Granular Cushion

The Contractor shall carefully place the specified granular cushion in areas to receive concrete slabs on grade, uniformly attaining the thickness indicated on the drawings, and providing all required transition planes.

3.11 Trenching

The Contractor shall perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these specifications.

All trenches shall be open construction, with sufficient width to provide free working space at both sides of the trench and around the installed item as required for pipelaying, backfilling, and compacting.

Trenching shall be completed, as required, to provide the elevations shown on the drawings. Where elevations are not shown on the drawings, trench to sufficient depth to give a minimum of 18 inches of fill above the top of the pipe, measured from the adjacent finished grade.

Where trench excavation is inadvertently carried below proper elevations, the over-excavated area shall be backfilled with material approved by the Engineer, and then compacted to provide

a firm and unyielding subgrade and/or foundation to the approval of the Engineer and at no additional cost to the Owner.

The Contractor shall properly support all trenches in accordance with all applicable rules and regulations.

The Contractor shall brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind, whether on public or private property, will be fully protected from damage.

In the event of damage to such improvements, the Contractor shall immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

Bracing, sheeting, and shoring shall be constructed so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength. The Contractor shall exercise care in the drawing and removal of sheeting, shoring, bracing, and timbering to prevent collapse and caving of the excavation faces being supported.

Trenched material shall be stockpiled in a manner to prevent water running into the excavations. Surface drainage shall not be obstructed. A means shall be provided whereby storm and wastewaters are diverted into existing gutters, other surface drains, or temporary drains.

3.12 Foundation for Pipes

Trench bottoms shall be graded to provide a smooth, firm, and stable foundation free from rock points throughout the length of the pipe.

A minimum of 4 inches of sand or stone bedding shall be placed in the bottom of the trench.

In areas where soft, unstable materials are encountered at the surface where the bedding is to be placed, the unstable material shall be removed and replaced with material approved by the Engineer. The area shall be undercut to a sufficient depth to develop a firm foundation for the item being installed. Over excavation and replacement of material shall be the responsibility of the Contractor and shall be completed at no additional cost to the Owner.

At each joint in pipe, the bottom of the trench shall be recessed, as required, to relieve the bell of the pipe of all load and to ensure continuous bearing of the pipe barrel on the firm foundation.

The pipe subgrade shall be shaped to fit the bottom of the trench to the pipe shape.

3.13 Bedding for Pipes

Pipe bedding shall be in accordance with the details in the construction plans.

The pipe bedding shall be shaped to match the bottom $\frac{1}{4}$ of the pipe's shape. The bedding shall

be excavated to accommodate the pipe bells. The completed bedding shall provide uniform support of the entire length of pipe.

The bedding material shall be compacted after placing along both sides of the pipe.

3.14 Backfill for Pipes

Unless otherwise directed, all trenches and excavation shall be backfilled as the pipe is laid. No pipes shall be backfilled until the sewer elevations, gradient, alignment, and the pipe joints have been observed by the Engineer.

The trench shall be backfilled to the proposed final elevations with suitable materials. Unless other compaction methods are demonstrated and approved by the Engineer, backfill shall be placed in 8-inch lifts and compacted to the required density as stated in Section 01 45 16.02 – Density and Aggregate Testing.

In areas which are not to be restored with a pavement or aggregate surface, the backfill shall be graded to a height slightly above the adjacent surface. When final restoration of the area is completed by the Contractor, the backfill surface shall be excavated (or filled if settlement has occurred), trimmed, or graded, as necessary, to provide for the required depth of topsoil and its transition to adjacent, undisturbed areas.

The Contractor shall correct any areas where the trench backfill settles by adding fill, topsoil, and re-seeding.

3.15 Miscellaneous Pipe Repair

When an existing sewer pipe, drain pipe, field tile, or other existing pipe is damaged as a result of construction activities and is not designated for removal or abandonment on the plans or by the Engineer, it shall be repaired by the Contractor.

The section of damaged pipe shall be removed to existing joints or to sawed joints where the existing pipe is sound and undamaged. A length of new pipe of the same size as the original pipe shall be furnished and installed to replace the section of pipe removed. The new pipe may be any one of the following materials:

- A. Same material, class or thicknesses, as the original pipe
- B. PVC Schedule 40, for pipes 8 inches or less in diameter
- C. PVC SDR 26, for pipes 8 inches or greater in diameter
- D. Other pipe material approved by the Engineer

Each end of the new section of pipe shall be connected to the remaining sections of existing pipe using a rubber gasketed sleeve, suitable for the pipe materials and sizes being joined, to provide a watertight connection. The repaired section of pipe shall be firmly bedded in sand or stone, compacted according to Section 01 45 16.02 – Density and Aggregate Testing.

END OF SECTION

SECTION 31 25 00
SOIL EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 Work Included

The Contractor shall provide permanent and/or temporary erosion and sedimentation control as called for on the plans and as required by the county soil erosion agent and permit.

1.02 Definitions

A. Major rainfall event – ¼-inch or more precipitation over a period, delineated by dry periods of at least 24 hours.

1.03 References

Where materials or methods of construction are listed as being in conformance with a standard specification, it shall refer to the latest edition of the standard specification or any interim revision.

- A. ASTM D3786 – Standard Test Method for Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method
- B. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
- C. ASTM D4491 – Standard Test Method for Water Permeability of Geotextiles by Permittivity
- D. ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- E. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
- F. ASTM D4751 – Standard Test Method for Determining Apparent Opening Size of a Geotextile
- G. ASTM D4833 – Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
- H. Michigan Department of Transportation 2020 Standard Specifications for Construction

1.04 Related Work

- I. Section 32 92 00 – Turf Establishment

1.05 Permit

The Contractor shall apply for and obtain an Act 451 permit from the local Soil Erosion and Sedimentation Control Enforcing Agent. The Contractor shall pay all permit fees and provide any required bonds or insurance.

1.06 Scheduling

- A. Control measures shall be constructed by the Contractor prior to the time construction starts

uphill or upstream from the control measure location.

- B. The Contractor shall inspect all temporary erosion control measures weekly and within 18 hours of major rainfall events.
- C. Maintenance and replacement of erosion control measures shall be completed by the Contractor when necessary, or as directed by the soil erosion control agent or the Engineer.
- D. Removal and cleanup of temporary control structures shall be provided by the Contractor within one week after the control measure is no longer needed.

1.07 General Soil Erosion and Sedimentation Content Procedures

- A. Keep disturbed areas small.
- B. Stabilize and protect disturbed areas as soon as possible.
- C. Keep storm water runoff velocities low.
- D. Protect disturbed areas from runoff.
- E. Retain sediment within the construction area.

PART 2 - PRODUCTS

2.01 Materials

A. Geotextiles

Geotextiles for filters shall be non-woven, meeting the requirements of the table below.

Silt fence geotextiles shall meet the requirements of the following table and shall be designed to collect eroded sediment transported in storm water runoff. The fabric shall have at least 70 percent minimum retained strength after 500 hours of U.V. exposure when tested according to ASTM D4355.

Geotextile Category	Property/Test Method					
	Grab Tensile Strength (min) ASTM D4632 lbs	Trapezoid Tear Strength (min) ASTM D4533 lbs	Puncture Strength (min) ASTM D4833 lbs	Mullen burst strength (min) ASTM D3786 psi ^(a)	Permittivity ASTM D4491 Per second	Apparent Opening Size (max) ASTM D4751 ^(b) Millimeters
Filters	90	45	45	140	0.5	0.21
Silt Fence	100(c)	45	--	--	0.1	0.60

(a) ASTM D3786. The fluid displacement rate for the Mullen burst test equipment must be 170± 5 ml/minute. Subtract tare strength from the ultimate burst strength as specified by ASTM.

(b) Filtration opening size (FOS, Canadian General Standards Board, method 148.1 No. 10) is permitted as an alternate test method to ASTM D4751 for non-woven geotextiles.

(c) Elongation at the specified grab tensile strength not to exceed 40 percent for silt fence.

B. Stone

Unless otherwise directed, stone shall meet the requirements of Series 6AA as specified in Michigan Department of Transportation 2020 Standard Specifications for Construction.

2.02 Mixtures

A. Seed

Seed shall meet the requirements of Section 32 92 00 – Turf Establishment.

2.03 Fabricated Items

A. Silt Fence

Geotextile for silt fences shall meet the requirements of Section 2.01. The geotextile shall be attached to machine pointed No. 2 common grade hardwood posts, using at least 5 staples through wood lath a minimum of $\frac{3}{8}$ -inch thick and 2 feet long. Post spacing shall not exceed $6\frac{1}{2}$ feet. Posts must be of sufficient length and cross-section to support the installed silt fence under full sediment load; however, posts shall have cross-sectional area of at least $2\frac{1}{4}$ square inches and shall be a minimum of 36 inches in length. Silt fence fabric must be a minimum height of $2\frac{1}{2}$ feet. Silt fence shall have at least two permanent markings or affixed labels per assembled roll which positively identifies the fabricator.

B. Mulch Blankets

Mulch blankets shall meet the requirements of Section 32 92 00 – Turf Establishment.

C. Filter Sacks

All materials shall adhere to the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except fabric drop, which shall consist of a geotextile filter sack inserted into the drainage structure under the cover.

Filter sack shall be as manufactured by “Siltsack”, “Catch-All”, “Ultra-Urban Filter”, “Flogard + Plus”, or approved equal. The filter sacks shall be installed and maintained in accordance with the manufacturer’s specifications.

PART 3 - EXECUTION

3.01 General Requirements

The Contractor shall perform work on the project in a manner which prevents or reduces erosion and controls sedimentation. The Contractor shall provide controls which keep sedimentation from the project area, within the limits of the project area, and out of any lake, river, stream, wetland, or storm drain.

The Contractor shall install appropriate controls or measures to control or prevent erosion or sedimentation from the project area before beginning any earth disturbance operations. Temporary erosion and sedimentation control measures shall be maintained by the Contractor, until such times as disturbed areas have become permanently stabilized.

During the life of the project, the Contractor shall provide any additional soil erosion or sedimentation control measures necessary to address specific problems which develop in and adjacent to the project area.

3.02 Time Limitations

Grading operations shall be completed as soon as practical. Permanent soil erosion controls for disturbed areas shall be completed within 5 calendar days of the completion of grading, except that permanent measures shall be completed within 24 hours when the disturbed area is within 150 feet of a lake, stream, river, or wetland area.

Temporary soil erosion measures shall be implemented when it is not practical to complete the permanent measures.

3.03 Area Limitations

For linear projects (roads, sewers, water main, etc.), the length of the disturbed area shall be limited to ½-mile, unless otherwise approved by the Engineer.

Areas outside the project right-of-way or outside the grading limits shown on the drawings shall not be disturbed, unless otherwise approved by the Engineer.

3.04 Construction of Erosion and Sedimentation Controls

The Contractor shall provide all permanent and temporary erosion and sedimentation controls shown on the drawings, required by the permitting agency, or necessary to appropriately control erosion and sedimentation from the project area.

A. Check Dams

Check dams shall be installed and maintained across ditches and watercourses, which might convey surface runoff from disturbed areas within the project area, or where shown on the drawings or required by the Engineer or permitting agency.

B. Silt Fence

The Contractor shall furnish, erect, and maintain silt fence around the perimeter of the project area where earth will be disturbed and sediment from the disturbed area could be conveyed.

C. Filters

Fabric or stone filters shall be installed in waterways or in advance of inlets to drainage courses or storm sewers.

D. Sediment Traps and Basins

Sediment traps shall be excavated upstream of check dams and where shown on the drawings or directed by the Engineer or permitting agency. Check dams shall be installed downstream of the sediment traps and basins prior to the sediment traps and basins being excavated.

E. Seeding

Earth areas shall be stabilized with turf immediately following the completion of earthwork and grading activities. Where permanent seeding cannot be completed, earth areas shall be stabilized with temporary seeding. Areas which are properly seeded temporarily for stabilization shall be permanently seeded, as shown, as the work can be appropriately completed.

F. Mulch Blankets

Areas susceptible to erosion from moving water, which are not to be paved, shall be seeded

and protected with high velocity mulch blankets.

3.05 Maintenance and Erosion and Sedimentation Control

The Contractor shall maintain all temporary erosion and sedimentation controls until such time as the permanent measures have been completed and established.

The Contractor shall inspect all erosion and sedimentation controls weekly and within 18 hours of a major rain event.

Damaged controls or measures shall be replaced or repaired. Sediment shall be cleaned from traps, sumps, basins, filters, and fences periodically. Sediment shall be removed to prevent the accumulation of sediment from exceeding half of the volume of traps, sumps, and basins. Sediment or debris along silt fences shall be removed before the accumulation reaches half the height of the fence.

Sediment and debris removed from soil erosion and sedimentation control devices shall be disposed of properly by the Contractor. Sediment shall not be used for fill or backfill in the project area, except when an area is specifically designated on the plans or by the Engineer.

Drainage filters shall be cleaned when an accumulation of silt might reduce flow and result in flooding.

Any sediment from the construction area which enters storm sewers or drainage ditches shall be removed by the Contractor. Since sediment can be carried great distances within storm sewers, it may be necessary for many segments of downstream storm sewer segments to be televised, jetted, and vacuumed. If the Engineer believes that the Contractor has allowed or provided the potential for sediment to enter storm sewers or drainage courses, the Contractor will be responsible for the costs of inspection and removing sediment from downstream drains, whether it can be conclusively proven that the sediment was the result of the Contractor's actions (or inaction).

3.06 Removal of Erosion and Sedimentation Control Devices

Temporary soil erosion and sedimentation control devices shall be removed or obliterated by the Contractor when the permanent measures are in place and established. Any areas damaged by the removal of the temporary devices shall be corrected by the Contractor.

Mulch used for temporary erosion control may either be removed or worked into the soil before the permanent topsoil and seeding is completed.

END OF SECTION

SECTION 32 11 16
GRANULAR SUBBASE

PART 1 - GENERAL

1.01 Work Included

This specification describes the requirements for constructing granular subbase under a proposed aggregate surface.

1.02 References

A. Michigan Department of Transportation 2020 Standard Specifications for Construction

1.03 Related Work

A. Section 01 45 16.02 – Density and Aggregate Testing

PART 2 - PRODUCTS

2.01 Materials

A. Granular subbase shall meet the requirements of Class II Sand, as described in the Michigan Department of Transportation 2020 Standard Specifications for Construction, unless otherwise noted on the plans, proposal, or specifications.

PART 3 - EXECUTION

3.01 Subgrade Preparation

Granular subbase shall not be placed until the subgrade is properly prepared. The subgrade shall be graded to the required elevations and shape for placement of the specified granular subbase thickness. The subgrade shall be compacted according to Section 01 45 16.02 – Density and Aggregate Testing. Soft or yielding spots shall be excavated and replaced with sound material.

3.02 Placement

Granular subbase shall be placed in a manner that provides a uniform cross section of the specified thickness and the required surface grades. The edges of the area of granular subbase shall be straight and uniform.

Material shall not be placed over frozen, soft, unstable, or rutted subgrade.

Granular subbase shall be placed in lifts not exceeding 12 inches (loose measure) and compacted according to Section 01 45 16.02 – Density and Aggregate Testing.

END OF SECTION

SECTION 32 15 00
AGGREGATE SURFACE

PART 1 - GENERAL

1.01 Work Included

This specification describes the requirements for constructing an aggregate surface for driveways, shoulders, and parking areas.

1.02 References

A. Michigan Department of Transportation 2020 Standard Specifications for Construction

1.03 Related Work

A. Section 01 45 16.02 – Density and Aggregate Testing

PART 2 - PRODUCTS

2.01 Materials

A. Aggregate shall meet the requirements of Series 23A aggregate, as described in the Michigan Department of Transportation 2020 Standard Specifications for Construction, unless otherwise noted on the plans, proposal, or specifications.

PART 3 - EXECUTION

3.01 Subgrade Preparation

Aggregate shall not be placed until the subgrade is properly prepared. The subgrade shall be graded to the required elevations and shaped for placement of the specified aggregate thickness. The subgrade shall be compacted according to Section 01 45 16.02 – Density and Aggregate Testing. Soft or yielding spots shall be excavated and replaced with sound material.

3.02 Placement

Aggregate shall be placed in a manner that provides a uniform cross section of the specified thickness and the required surface grades. The edges of the area of aggregate surface shall be straight and uniform.

Aggregate shall be placed in lifts not exceeding 8 inches (loose measure) and compacted according to Section 01 45 16.02 – Density and Aggregate Testing.

END OF SECTION

SECTION 32 31 13
CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 Work Included

This work shall include the excavation for and installation of concrete post bases, and the installation of fence framework, fabric, and accessories.

1.02 Qualifications

A. Manufacturer

Company specializing in the manufacturing of products specified in this section with a minimum of ten (10) years' experience.

B. Installer

Company specializing in performing work of this section with a minimum of five (5) years' experience of comparable projects.

1.03 Project Conditions

A. Field Measurements

Verify layout information for chain link fences and gates shown on drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.04 Inspection

A. All material installed under this specification shall be subject to testing by Owner. Any material so inspected and found to be not in strict conformance with this specification shall be promptly removed and replaced by the Contractor at his expense.

1.05 Submittals

A. Submit shop drawings showing typical fabric pattern, fence and gate construction.

PART 2 - PRODUCTS

2.01 Fence Materials

A. Framework

Conform to Federal Specification RR-F-191 Class 1 Grades A and B. All framework shall be hot dipped zinc galvanized steel pipe.

92-inch-High Site Fencing shall be the following size and weight: Gate posts - 3" O.D. SS 40, Corner or terminal posts - 3" O.D. SS 40, Line posts - 2" O.D. SS 20, Top Rail - 1 5/8" O.D. SS 40.

2.02 Accessories

A. Chain link Fence Accessories:

All fence accessories and fittings shall be galvanized and pressed steel.

B. Post Caps

Formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. Where top rail is used, provide tops to permit passage of top rail.

C. Top/Bottom Rail and Brace Rail Ends

Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.

D. Sleeves

Lengths of top rails to be connected using 6-inch sleeves that allow for expansion or contraction of the rail.

E. Tie Wire

Nine-gauge galvanized steel or 6-gauge aluminum for attachment of chain link fabric to posts and rails. Hog rings attach fabric to tension wire to be 12 1/2 GA (0.0985-inch).

F. Brace and Tension (stretcher bar) Bands

Pressed steel.

G. Tension (stretcher) Bars (made of one continuous piece of steel or aluminum, 3/16-inch x 3/4-inch). Provide one bar per end or gate post and two bars per corner or pull post.

H. Tension Wire

Metallic coated steel wire per ASTM F 1664 Class 2a, 6-gauge, (0.1920-inch) diameter core wire with tensile strength of 75,000 psi.

I. Truss Rods and Tightener

Steel rods with minimum diameter of 3/18-inch capable of withstanding a tension of minimum 2,000 pounds.

J. Nuts and bolts are galvanized.

2.03 Swing Gates

A. Gate frames shall be constructed of same material used for fencing. Gate framework shall be 2-inch O.D. and shall include a horizontal center brace pipe.

B. Provide hinges capable of supporting gate and swinging 180 degrees in or out.

C. Latch shall be Fulcrum type with pad lock hasp.

D. Provide drop bar to hold one leaf stationary.

E. Provide hold opens on all gates.

2.04 Warranty

- A. Fencing shall be warranted for a minimum of 15 years against failure due to rust or corrosion.

2.05 Concrete Mix

- A. Concrete Mix shall have a minimum compressive strength of 3,500 psi and shall conform to the requirements of grade S2 concrete as outlined in the Michigan Department of Transportation 2020 Standard Specifications for Construction.

PART 3 - EXECUTION

3.01 Chain Link Fence Framing Installation

- A. Removal of the existing fence shall include excavation of existing concrete post footings and disposal of all materials off site.
- B. Install framework, fabric, and accessories in accordance with ASTM F567, to result in flat, taut, non-sagging installation.
- C. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.
- D. Space line posts uniformly at 10-foot on center maximum or per plan.
- E. Set terminal, corner, gate, and line posts per details on plan.
- F. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
- G. Bracing: Install horizontal pipe brace at mid-height for fences 6-foot and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
- H. Top/Bottom Rail: Install lengths, 21-foot or 24-foot. Connect joints with sleeves for rigid connections for expansion/contraction.
- I. Bottom rails are to be installed where shown on drawings.

3.02 Gates

- A. Install gates level, plum and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Adjust hardware for smooth operation and lubricate where necessary.

3.03 Accessories

- A. Tie Wires
Bend ends of wire to minimize hazard to persons and clothing.

B. Fasteners

Install nuts on side of fence opposite fabric side for added security.

3.04 Cleanup and Repair

A. Repair or replace any damaged finish on the fencing.

B. Clean up and dispose of any unused materials.

END OF SECTION

SECTION 32 92 00
TURF ESTABLISHMENT

PART 1 - GENERAL

1.01 Work Included

This work includes soil preparation, seeding, fertilizing, and mulching on those areas designated for turf establishment.

1.02 References

A. Michigan Department of Transportation Qualified Products List

1.03 Related Work

A. Section 31 25 00 – Soil Erosion and Sedimentation Control

1.04 Performance Requirements for Guaranteed Growth and Smooth Ground Surface

The Contractor is responsible to provide turf, substantially free of bare spots and free of weeds. The ground in turf areas shall be smooth, graded to provide positive drainage, and graded to provide a smooth transition to adjacent areas. The Engineer will determine when the requirements of guaranteed growth and smooth ground surface have been met.

Materials, requirements, and methods described in this specification are provided to establish minimum levels. Where the Contractor believes that other materials or methods are appropriate for the specific site conditions or better suited to the Contractor's schedule, the Contractor shall submit details of the alternative materials and/or methods to the Engineer for approval.

The Contractor shall provide re-seeding, watering, and herbicides, as necessary, to achieve the desired results.

There will be no adjustment in project cost for re-seeding, watering, application of herbicides, or using alternative methods of turf establishment.

1.05 Areas Designated for Turf Establishment

All areas disturbed by the Contractor's activities or as a result of the project, which are not to be restored with a pavement or aggregate surface, are to be restored with turf, unless specifically directed otherwise.

Turf shall be established on borrow areas and areas where excess soil is stockpiled.

When shown on the drawings or directed by the Engineer, the Contractor shall establish turf in other areas.

PART 2 - PRODUCTS

2.01 Materials

A. Topsoil

Topsoil shall be a humus-bearing, natural mineral soil of loam, sandy loam, silty loam, or clay loam classification. Topsoil shall neither be excessively acidic or alkaline.

Topsoil shall be screened and free of stones, roots, debris, and other foreign matter. Topsoil which is stripped from the project area shall be removed, transported, and stockpiled in a manner which prevents it from becoming mixed with sub-soils.

B. Fertilizer

Fertilizers shall be standard, commercial packaged or bulk products in granular or liquid form. Each container of packaged fertilizer shall be marked by the manufacturer with the following information: manufacturer name; lot number; date; analysis of contents, including the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash; and the net weight. Bulk fertilizer shall be accompanied with an invoice indicating the manufacturer name; lot number; date; analysis of contents, including the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash; and the net weight or volume.

Fertilizer for seeding and sodding shall be comprised of both a water insoluble component and a water soluble component. The water insoluble nitrogen must be from ureaformaldehydes and/or coarse grade isobutylidene diurea.

Fertilizer shall provide 33 pounds of actual water insoluble nitrogen per acre. The water soluble component of the fertilizer shall provide 65 pounds of actual nitrogen, phosphorus, and potassium nutrient per acre, in equal proportions. The water soluble component of the fertilizer shall include urea, diammonium phosphate, and potassium chloride.

C. Mulch

1. Loose Mulch

Mulch shall be straw or marsh hay, in an air-dried condition. Mulch material must be clean, undamaged, and rot-free. It must be substantially free of weed seed and other objectionable foreign matter.

2. Turf Mulch Blankets

Mulch blankets shall be manufactured by a company currently listed on the Michigan Department of Transportation's Qualified Products List.

Mulch blankets shall have a net covering on both sides of the blanket and shall be manufactured from either excelsior or straw. Excelsior blankets shall be manufactured from a uniform layer of interlocking excelsior fibers cut from sound, green timber, with an average dry weight of 12 ounces per square yard. Straw blankets shall be made of a uniform layer of clean wheat straw, free of weeds and weed seed, with the straw and net covering securely stitched together to form a uniform mat having an average dry weight of 8 ounces per square yard.

3. Mulch Anchoring

Mulching anchoring shall be manufactured by a company currently listed on the Michigan Department of Transportation’s Qualified Products List.

Latex-based anchoring shall have a composition, by weight, of 48 percent styrene, 50 percent butadiene, and 2 percent additive, 42 percent to 46 percent solids, and a pH of 8.5 to 10.

Recycled newsprint mulch shall be comprised of specifically prepared, biodegradable, shredded newspaper particles consisting of recycled newsprint fibers. The recycled newsprint must contain a wetting agent, defoaming agent, and nontoxic dyestuff that will impart a bright green or blue color. The dyestuff must adhere tightly to the fiber. Recycled newsprint shall meet the following minimum requirements:

Moisture content (total weight)	12 percent maximum
Shredded high-grade newsprint (oven dry)	96 percent minimum
Tackifier, by weight	1½ percent to 3 percent
Water holding capacity (water per 3½ ounces of fiber)	32 ounces minimum

Wood fiber shall be specially prepared, biodegradable, air-dried virgin wood fibers manufactured from 100 percent whole wood chips. The wood fiber must be manufactured with a tackifier. Recycled materials are not acceptable. The fibers must be dyed with a green or blue biodegradable dye to aid in visual metering during construction. The process and materials must not contain growth or germination inhibiting materials. The wood fiber must conform to the following specifications:

Moisture content (total weight)	12 percent maximum
Organic wood fiber (oven dry)	95 percent minimum
Tackifier, by weight	3 percent to 5 percent
Water holding capacity (water per 3½ ounces of fiber)	35 ounces minimum

Guar gum tackifiers shall contain a minimum of 95 percent guar gum by weight. The remaining components shall be dispersing and crosslinking additives.

Other tackifiers may include water soluble natural vegetable gums, or guar gums blended with gelling and hardening agents, or a water soluble blend of hydrophilic polymers, viscosifiers, sticking aids, and other gums.

4. Mulch Netting

Netting shall have a mesh size not larger than 1½ inches by 2 inches and not smaller than ½-inch by ½-inch. The netting shall be fabricated from a plastic formulated from or treated with a chemical which will promote the breakdown of the net within the first growing season after its placement. The net shall have sufficient strength to hold the mulch in place and still deteriorate rapidly upon exposure to sunlight. Steel staples or pins shall not be used for anchoring of netting.

D. Sod

Sod shall be a densely rooted blend of at least 2 bluegrass varieties with 15 percent to 30 percent creeping red fescue content, reasonably free from weeds and grown on soil that is the same or similar to the topsoil at the project site. Sod shall be selected which will adapt well to the topsoil and ambient conditions at the project site and considering future maintenance.

Before sod is cut, the grass shall be mowed to a maximum height of 4 inches above the ground. The sod must be cut at least ¾-inch thick to retain the dense root system of the grass and to allow handling without undue tearing or breaking. When sod is cut in strips, it must be cut in small, uniform units approximately 1½ feet by 6 feet, or in such widths and lengths that can be handled without tearing or breaking. Sod may be cut, transported, and laid in large rolls.

E. Weed Control

Herbicides must be approved for use by the Michigan Department of Agriculture and the U.S. Environmental Protection Agency.

2.02 Seeding Mixtures

Seed shall be furnished in durable bags, each with a tag indicating the seed supplier, lot number, date, mixture proportions, purity, germination, and net weight.

Seed mixtures shall meet the requirements of one or more of the following mixtures, or other mixtures that are approved in advance by the Engineer. Where the Contractor believes that another mixture is appropriate for areas within the limit of the project, the Contractor shall request that the Engineer review and approve the substituted mixture(s). Requests for substitutions shall include the name of the seed supplier, the mixture proportions, the purity, and the germination.

Species	Purity, Minimum (percent)	Germination (percent)	Seed Mixture						
			Mixture Proportions (percent by weight)						
			TDS	THV	TUF	TGM	THM	CR	TSM
Kentucky Blue Grass	98	85	5	15	10	10	30		
Perennial Ryegrass	96	85	25	30	20	20	20		50
Hard Fescue	97	85	25		20	30			
Creeping Red Fescue	97	85	45	45	40	40	50		
Fults Salt Grass	98	85		10	10				
Cereal Rye	85	85						100	
Spring Oats	85	85							50

PART 3 - EXECUTION

3.01 Preparation for Turf Establishment

A. Topsoil Stripping

Prior to performing any excavation, filling, grading, or other earthwork, the Contractor shall

strip and stockpile topsoil for later use on the project. Excess topsoil shall not be removed from the project site unless specifically provided elsewhere in the contract documents.

B. Finish Grading

The areas that are to be seeded shall be properly graded, sloped, and shaped with an allowance for the thickness of the topsoil layer. The earth bed upon which topsoil will be placed shall be friable to a depth of at least 4 inches. Earth beds not in a friable condition shall be harrowed with a disk, spring tooth drag, or similar equipment.

C. Placement and Preparation of Topsoil

Topsoil shall be spread on the prepared areas to a depth of 3 inches (in place, after rolling or compaction), unless otherwise shown on the plans or proposal. After spreading, any large clods or lumps shall be broken and all stones larger than 1-inch diameter, rocks, roots, litter, and other foreign debris shall be raked up and disposed of by the Contractor. After spreading and raking, the topsoil surface shall be in a friable condition and the surface shall be reasonably close to the proposed grades and cross section.

The topsoil surface shall be shaped to provide proper drainage. Where proposed grades are not shown on the plans, the topsoil surface shall be graded to provide a smooth transition between the new construction and the existing, adjacent ground.

Excess topsoil shall be stockpiled in a location acceptable to the Owner and neatly trimmed to present a neat appearance.

3.02 Turf Establishment

A. Permanent Seeding and Fertilizing

Disturbed areas shall be seeded upon completion of earthwork and grading operations. Disturbed areas shall be stabilized with temporary seeding if permanent seeding cannot be completed.

Seed mixtures for permanent seeding shall be appropriate for the soil type and location, as indicated in the following table. The Contractor may propose and submit alternative mixtures to the Engineer for review and approval. It is the Contractor's responsibility to provide turf areas which are substantially free of bare spots and generally weed-free.

Mixture Designation	Soil Type	Location
TDS	Dry Sandy to Sand Loam	Rural or Urban
THV	Heavy	Rural
TUF	All Types	City Streets
TGM	Medium to Heavy	All
THM	Loamy to Heavy	Residential / Commercial

Fertilizer and seed shall be applied uniformly on areas prepared for seeding. Seed shall be applied at a rate of 220 pounds per acre. Seed and fertilizer may be applied by drilling, broadcasting, or hydraulically. Seed and fertilizer shall be applied before applying mulch. Seed and fertilizer shall be lightly raked or rolled into the prepared topsoil surface.

Neither broadcast seeding nor hydraulic seeding shall be performed during windy weather.

There shall be provisions for mixing or agitating the seed – fertilizer mixture used for hydraulic seeding to keep it evenly distributed in suspension. Mixtures shall be applied within an hour of mixing the seed with water; unused portions shall be discarded.

B. Sodding

Areas to be sodded shall be prepared by grading the area to the desired elevations and contours, less the depth of the topsoil surface and thickness of the sod. Three inches of screened topsoil shall be provided. The topsoil shall be conditioned by harrowing prior to laying the sod. In sloped areas, the harrowing shall be perpendicular to the slope.

The earth bed shall be thoroughly watered just before laying the sod. Sod shall be laid within 24 hours after cutting and shall be properly protected until it is placed. Sod that has been allowed to dry out will not be accepted. Sod shall not be placed on frozen soil, nor shall sod be frozen.

Sod strips shall be placed parallel with the flow of water on slopes and in ditches. The short ends of strips shall be staggered. Strips shall be placed with tight joints. Sod shall be laid starting at the base of the slope and progress upward. The edges of sodded areas shall transition by turning the edges of the sod into the ground and covering the edge with earth (or aggregate if adjacent to a road or pavement) and compacting the covering so that runoff is directed onto the sod. Sod placed adjacent to paved surfaces shall be firmly butted against and level with them.

Sod shall be firmly compacted by tamping it immediately after its placement to provide a surface even, smooth, and free of bumps and depressions. The Contractor shall thoroughly water sod following its placement, and periodically until it has become established.

C. Temporary Seeding

Temporary seeding shall be completed when the permanent seeding cannot be completed because of seasonal conditions. Temporary seeding shall be applied at a rate of 100 pounds per acre, and shall be of the following designation.

Mixture Designation	Soil Type	Location
CR	All Types	Temporary, less than 6 months
TSM	All Types	Temporary, more than 6 months

Before completion of the contract, the Contractor shall complete permanent seeding of all areas which are temporary seeded.

D. Dormant Seeding

Dormant seeding should be used only when necessary to complete a project when seasonal conditions are not conducive to permanent seeding. Dormant seeding shall not be completed on frozen ground. Dormant seeding shall be completed, as required, for permanent seeding.

The Contractor is responsible to establish turf which is substantially free of bare spots and generally free of weeds.

3.03 Mulching

A. Mulch Placement

Immediately after the seed has been set into the topsoil surface by light raking or rolling, the Contractor shall spread mulch and anchor it as appropriate. Mulching shall not be performed during windy conditions.

Loose mulch shall be placed thick enough to shade the ground, conserve moisture, and resist erosion, but open enough to allow sunlight to penetrate and air to circulate.

The Contractor shall maintain mulched areas and repair any areas where damage from erosion, wind, traffic, fire, or other causes occur.

Mulch shall be applied at a uniform rate of 2 tons per acre, except that a rate of 3 tons per acre is required with dormant seeding.

B. Mulch Anchoring

Mulch anchoring (tackifiers) shall be sprayed immediately after the mulch is placed. Spraying shall not be performed when wind might prevent the proper placement of the adhesive. The Contractor shall provide protection measures, as necessary, to protect traffic, signs, structures, and other objects from being marked or disfigured by tackifier materials.

Latex based adhesive shall be mixed at a rate of at least 15 gallons of adhesive with a minimum of 250 pounds of recycled newsprint and 375 gallons of water.

Recycled newsprint shall be mixed at a minimum rate of 750 pounds of newsprint with 1,500 gallons of water.

Wood fiber shall be mixed at a minimum rate of 750 pounds of wood fiber with 1,500 gallons of water.

Guar gum shall be mixed at a minimum rate of 100 pounds of dry adhesive and a minimum of 250 pounds of recycled newsprint and 1,300 gallons of water.

Other tackifiers shall be mixed at a minimum rate of 100 pounds of dry adhesive with a minimum of 250 pounds of recycled newsprint with 1,300 gallons of water.

C. Mulching Netting

When netting is used to secure mulch, it shall be secured with anchors, staples, or pins. The net shall be spread over the mulch so that a worker can walk between adjacent widths of the net. The edges of adjacent widths of net shall be pulled together and held in place with net anchors. Net anchors shall be spaced not more than 30 inches apart along the edges, joints, and centerline. The net shall not be installed in direct contact with the ground. If the Contractor elects to use mulch netting or blankets, the Contractor will be required to remove the netting fabric once the turf is established.

D. Mulch Blankets

Mulch blankets shall be installed within one day of seeding. The side edges of blankets shall be overlapped by 2 inches. Blanket ends shall be shingle lapped 6 inches. Non-metallic staples or pegs shall be placed along all joint edges and along blanket centerlines at a maximum spacing of 2 feet. Blankets in waterways shall be shingle lapped 12 inches on the downslope edge. If the Contractor elects to use mulch netting or blankets, the Contractor will be required to remove the netting fabric once the turf is established.

High velocity blankets shall be installed on slopes of 1:2, or steeper, on ditch bottoms, on ditch side slopes (to an elevation 1 foot above the ditch bottom), and where specifically shown on the drawings or directed by the Engineer.

3.04 Weed Control

Weed control shall be provided by the Contractor, as necessary, to develop turf areas which are relatively free of weeds. Herbicides shall be applied in accordance with federal, state, and local regulations. Herbicides shall be applied in accordance with manufacturer's instructions. Herbicides shall be applied by commercial applicators, licensed in the State of Michigan and certified by the Michigan Department of Agriculture in the appropriate category(ies).

Target weeds shall be sprayed in the newly seeded turf when the new turf grass is sufficiently established to withstand the application of herbicide. Herbicide application shall be repeated if the first application failed to control target weeds.

The Contractor shall take appropriate measures to preserve and protect adjacent property from damages resulting from the application of herbicides. Herbicides shall not be applied when wind may carry it to adjacent areas.

END OF SECTION

SECTION 33 44 00
STORM SEWERS

PART 1 - GENERAL

1.01 Work Included

This work includes construction of storm sewers, drainage structures, and appurtenances. Drainage structures include catch basins, inlets, manholes, and manhole tees.

1.02 References

Where materials or methods of construction are listed as being in conformance with a standard specification, it shall refer to the latest edition of the standard specification or any interim revision.

- A. AASHTO M36 – Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
- B. AASHTO M170 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- C. AASHTO M294 – Standard Specification for Corrugated Polyethylene Pipe, 300-mm to 1,500-mm (12-in. to 60-in.) Diameter
- D. ASTM A48 – Standard Specification for Gray Iron Castings
- E. ASTM C76 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- F. ASTM C443 – Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
- G. ASTM C478 – Standard Specifications for Circular Precast Reinforced Concrete Manhole Sections
- H. ASTM D1056 – Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber
- I. ASTM D4101 – Standard Specifications for Polypropylene Injection and Extrusion Materials
- J. Michigan Department of Transportation 2020 Standard Specifications for Construction
- K. Michigan Department of Transportation Standard Plans

1.03 Related Work

- A. Section 01 45 16.02 – Density and Aggregate Testing
- B. Section 01 55 26 – Maintaining Traffic
- C. Section 31 23 01 – Excavating, Filling, and Grading
- D. Section 31 25 00 – Soil Erosion and Sedimentation Control

E. Section 32 92 00 – Turf Establishment

1.04 Quality Assurance and Quality Control

A. Grade and Alignment

Grade and alignment shall be maintained using a laser. The Contractor shall verify that the sewer is constructed at the proper alignment by checking grades and offsets at each manhole, at 50 feet upstream from manholes, and at 100-foot intervals. The Contractor shall report as-constructed measurements to the Engineer.

B. Acceptance Tests

The completed sewer(s) shall be subjected to the following tests, prior to acceptance by the Owner. Acceptance tests shall be completed by the Contractor, in the presence of the Engineer (or Owner's representative).

1. Internal Video Inspection

The video inspection shall be completed in accordance with Section 3.08.A.

2. Physical Inspection

The physical inspection shall be completed in accordance with Section 3.08.B.

PART 2 - PRODUCTS

2.01 Materials

A. Pipe

Unless a specific type, class or thickness is called for on the plans or in the proposal, material class shall meet the requirements of Pipe Alternates for Storm Sewer Classes, as described in Section 402 of the Michigan Department of Transportation 2020 Standard Specifications for Construction. Corrugated steel pipe may be used only where shown on the drawings.

1. Reinforced Concrete Pipe

Pipe shall meet ASTM C76. Where no class is shown on the drawings or on the proposal, Class III or better shall be provided.

Joints shall be rubber gaskets in accordance with ASTM C443.

Reinforced concrete pipe to be installed by jacking shall be Class V and shall be provided with full circular reinforcement. Pipe joints shall be butt type.

2. Smooth-Lined Corrugated Plastic Pipe

Where storm sewers from 12-inch to 24-inch diameter are called for on the plans, with at least 3 feet of cover over the pipe, and when a particular kind of sewer pipe is not specified, the Contractor may furnish smooth-lined corrugated plastic pipe (SLCPP).

SLCPP shall be corrugated polyethylene pipe meeting the requirements of AASHTO M294, Type S. Any fittings required shall also meet the requirements of AASHTO M294. Only fittings supplied or recommended by the pipe manufacturer shall be used. When gaskets are used in couplings to provide watertight or silt-tight joints, gaskets shall be a band of

expanded rubber meeting the requirements of ASTM D1056 for Type 2 closed cell rubber, or O-rings meeting the requirements of ASTM C443.

3. PVC Pipe

All PVC pipe shall be ASTM D3034 gasketed sewer pipe with a SDR of 26 or lower. PVC pipe conforming to ASTM D1785 Schedule 40 and ASTM D2665 is acceptable for 6-inch service leads.

B. End Sections

End sections shall be flared and beveled to conform with ditch slopes.

Metal end sections shall conform with AASHTO M36, where applicable. The metallic coating on the end sections shall be the same as on the pipe. End sections shall be furnished complete with coupling bands or hardware necessary for connecting them to the end of the pipe culvert.

Concrete end sections shall be constructed of precast concrete and reinforcement conforming to the requirements of AASHTO M170 (ASTM C76) Class III or as shown on the drawings. Connection of end section to concrete pipe shall be made by tongue and groove joints.

C. Drainage Structures

Drainage structures shall be precast concrete units meeting the requirements of ASTM C478 with rubber gaskets conforming to ASTM C443. Drainage structures shall be 4 feet in diameter, unless shown otherwise on the plans or in the proposal. Precast concrete grade rings meeting ASTM C478 shall be used to adjust the top of the structure to the final grade. At least 6 inches, but not more than 18 inches, of vertical adjustment shall be provided with grade rings. Manhole lifting holes shall not be permitted in the manhole sections. Lifting lugs shall be cast into the manhole for lifting.

Manhole steps shall be copolymer polypropylene plastic steps with a steel reinforcement bar, with a minimum diameter of ½-inch, a minimum width of 10 inches center to center of wall anchor, and complete with anti-skid side plates conforming to ASTM D4101. Steps shall be manufactured with the manhole wall and spaced at a maximum of 16 inches on center. Gray iron castings shall be heavy duty classification and shall conform to ASTM A48 Class 35B coated with asphalt coating.

D. Castings

Castings shall be as specified on the plans.

PART 3 - EXECUTION

3.01 Excavation

Excavation shall be completed in accordance with Section 31 23 01 – Excavating, Filling, and Grading.

3.02 Pipelaying

Sections of sewer pipe shall be carefully laid in the prepared trench, bell ends upgrade, with the

spigot end fully entered in the adjacent bell. Each section shall have firm bearing throughout its length and shall be substantially true to the line and grade required. The use of blocks to bring sections to grade will not be permitted.

Circular concrete pipe with lift holes shall be installed with the lift holes on top of the pipe. Holes shall be plugged with suitable concrete plugs before backfilling.

Existing live sewers that are to remain shall be carefully protected during construction of the new sewers. If they are damaged in any way, they shall be immediately repaired or replaced, as directed by the Engineer.

All junctions with house or building leads shall be made in a manner acceptable to the Engineer.

Flexible watertight joints shall be installed in accordance with the manufacturer's recommendations.

Connections to sewers owned by other agencies shall be done in accordance with their requirements.

Connections to existing sewers having a plug or bulkhead shall be made with a watertight joint. The plug or bulkhead shall be removed without damage to the sewer, and the plug material shall be removed from the sewer and properly disposed of.

If there are no openings in the existing pipe or structures at the point of connection, an opening shall be cut in the pipe or the structure sufficiently large enough to permit 3 inches of mortar to be packed around the entering pipe and the mortar pointed up smooth and flush with the inner wall. Pipe passing through pipe or structure walls shall be cut at the end to conform with the shape of the inside of the wall and to be flush therewith. On the outside of the pipe or structure, the entering pipe shall be encased with sufficient mortar to provide bearing under the pipe. Any existing pipe broken or cracked while making the connection shall be replaced at the Contractor's expense.

When replacing an existing sewer, connections to the original sewer or drain that are encountered shall be reconnected to the new sewer.

Sewers and drainage structures shall be reasonably free of accumulation of silt debris and other foreign matter at the time of final acceptance.

3.03 Backfill

Backfill shall meet the requirements of Section 31 23 01 – Excavating, Filling, and Grading.

3.04 Additional Requirements of Construction for SLCPP Sewers

SLCPP shall be installed in accordance with Section 3.01. and the additional requirements provided here.

Joints in SLCPP shall be wrapped with a 2-foot wide strip of non-woven geotextile filter fabric with

a 1-foot lap at the fabric joint.

The installed pipe shall not be deformed such that any diameter is reduced by 5 percent or more. Deformed pipe shall be removed and replaced at the Contractor's expense. The completed pipeline shall be tested for deformation by the Contractor under the Engineer's supervision. The Contractor shall furnish a 9-point mandrel having a diameter equal to at least 95 percent of the original uninstalled inside diameter of the pipe. The mandrel shall meet the Engineer's approval. Mandrel testing shall be performed no less than thirty calendar days after installation.

3.05 Additional Requirements for Construction of Corrugated Steel Pipe Sewers

A. Repair of Damaged Galvanized Surfaces

The Contractor shall take special care when removing, salvaging, storing, handling, or placing new culverts or culverts that are to be relaid so that they are not dented, scraped, or the galvanized coating is otherwise damaged.

Large diameter or long culverts shall be provided with shop attached lift rings to facilitate handling. Lift holes shall not be cut in corrugated steel pipe.

Saw cut ends of corrugated steel pipe shall be reasonably free from excessive jagged burrs or sharp spurs.

Surfaces on which the spelter coating has been damaged, whether by transporting, handling, or installation, shall be thoroughly cleaned by wire brushing and then painted with two (2) coats of zinc rich paint conforming to federal specification: Paint shall be High Zinc Dust Content, Galvanizing Repair (Ready Mixed Type) MIL-P-21035.

B. Laying and Jointing Pipe

All pipe shall be laid true to the lines and grades given. Each length shall have full, firm bearing throughout its length.

Separate sections of corrugated pipe shall be securely joined together with standard corrugated metal bands. The bands may be up to 2 standard thicknesses lighter than the culvert, but shall not be less than 0.64 inches (16-gauge). Bands for culverts shall not be less than the following widths:

Pipe Diameter	Band Minimum Width
up to & including 18 inches	7 inches
21 inches through 60 inches	12 inches
over 60 inches	24 inches

The corrugations of the band shall match those of the pipes being joined. The band shall be secured with bolts and angles. Couplings may be either one piece or two pieces. Smooth coupling bands, dimpled bands, and helical-rod and lug bands will not be considered acceptable.

3.06 End Sections

End sections shall be attached to the ends of pipe, where directed. Metal end sections shall be used on metal pipe and on smooth lined plastic pipe. Concrete end sections shall be used on concrete pipe.

End sections shall be installed on firm ground. The slope adjacent to the end section shall be graded and shaped to meet the geometry of the end section.

End sections shall be installed in accordance with Section 33 42 00 – Culverts.

3.07 Drainage Structures

Precast concrete units shall be placed on a 6-inch sand base, leveled, and thoroughly compacted. Joints shall be sealed with mortar. Joints shall be thoroughly wetted prior to sealing. The joints inside the structure shall be flush with the walls. Joints shall be completely filled with mortar.

Pipe or tile connections to concrete drainage structures shall extend through the structure wall and be cut flush with the inside surface. The opening around the pipe shall be neatly filled with mortar to prevent leakage.

Drainage structure covers shall be new and adjusted to the finish elevation using precast concrete grade rings. Covers shall be of the type called for on the plans. Covers and grade rings shall be set in full mortar beds.

Cover elevations given on the plans are for information only. The final elevation will be determined in the field, based on as-constructed conditions.

Drainage structures shall be maintained reasonably free of accumulations of silt, debris, and other foreign matter at the time of final acceptance.

3.08 Acceptance Tests - Storm Sewers

The methods of testing shall be approved by the Engineer. The Contractor shall provide the necessary equipment and labor for making the tests, and the cost of testing and repair shall be included in the unit price bid for completed storm sewer. The Engineer shall determine when grouting or relaying of faulty pipe is required.

A. Alignment, Grade, and Connections

Each section of the storm sewer shall be checked for alignment and grade by using a closed circuit television inspection. The report and video shall indicate the measurements from manhole center to manhole center and shall tabulate all connections. The Contractor shall supply the Engineer with a digital recording of the video inspection and a listing of service connections prior to requesting final inspection.

B. Physical Inspection

Upon completion of all work, the Contractor shall open all manholes in the presence of the Engineer to demonstrate that the manholes are complete and free of debris.

END OF SECTION